



SoundDogs App™ - Terms of use

End User License Agreement and Terms of Use

1. GRANT OF LICENSE

In consideration for the subscription fee paid by the Licensee the Licensor grants the Licensee a worldwide and non-exclusive license to use sound effects downloaded through this Application on the terms and conditions set out in this Agreement.

Sounddogs.com, Inc. royalty free sound effect products (hereinafter referred to as "Sound Effects") are sold to you with a perpetual, non-exclusive, non-transferable, worldwide license for synchronization rights only.

In the event of a breach of this License Agreement action may be taken against you directly by the copyright owner.

2. POLICY OF USE: The goal of this app is to take care of sound designers with a limited offer to reasonable professional use. Since downloads are being monitored, abuse can be detected and actions will be taken. "*Limited to reasonable professional use*" is defined as normal work related pulling from the library. Abuse of use, like massive bulk downloading or whole libraries downloads, will result in temporary suspension of the license.

Once the download limit is reached, the user won't be able to perform more downloads with the license used..

Licenses download limits:

REGULAR license: 2,000 downloads/year

PRO license: 5,000 downloads/year

PREMIERE license: 10,000 downloads/year

3. RIGHTS GRANTED

The license granted in this Agreement allows the Licensee:

a. Install and use of Sound Effects on one workstation at the time, although the Licensee is permitted to make and keep one backup copy of SFXs on other storage devices.

b. SYNCHRONIZATION AND MASTER USE RIGHTS GRANTED

Upon purchase the subscription license, any Sound Effects you are authorized to synchronize the Sound Effects audio content with audio and audiovisual productions, presentations and applications (hereinafter referred to as "Projects") such as:

- Film productions
- Television presentations, commercials and productions
- Radio presentations, commercials and productions
- Internet presentations, commercials and productions
- Computer/Video Games
- Flash Animations
- Live performances and Theatre plays
- DVD, Video and Multimedia productions
- Web pages
- Musical recordings
- Training, Educational, Marketing and Trade Show presentations



SoundDogs App™ - Terms of use

- Answering Machines and On hold messages

You may broadcast and/or distribute an unlimited number of Projects worldwide without limitations.

4.LIMITATIONS

Sounddogs.com, Inc., reserves all rights not granted on this License Agreement.

You are not authorized to:

- Transfer, copy or duplicate any unsynchronized Sound Effects, either in whole or in part, by any means, with the exception of one copy for back-up or archive purposes
- Resell, license, lease, loan, give away or in any way distribute to any third party any unsynchronized Sound Effects, either in whole or in part, without an additional license
- Claim ownership or authorship of the Sound Effects
- Re-record the Sound Effects. However, you are authorized to edit, filter and process the Sound Effects to fit the needs of the Projects, including modifying length, sound and frequency levels, pitch and dynamics
- Provide or allow remote access to any unsynchronized Sound Effects without an additional Remote Access License
- Use the Sound Effects in Toys, Alarm Clocks, Books, Electronic Greeting Cards, or any other products, applications or games where any Sound Effects audio content is optionally initiated by any form of physical action of the end user performed with the sole purpose of initiating the sound. Please [contact us](#) for details on the additional license required
- Sell, give away or otherwise dispose any storage media containing any Sound Effects, including, but not limited to, computers, hard disk drives, CD's or DVD's, unless or until all Sound Effects have been permanently deleted from such storage media or such storage media has been permanently destroyed

Use of the Sound Effects in any manner not expressly authorized by this License Agreement is a serious offence and constitutes copyright infringement. Sounddogs.com, Inc. protects its copyright by all necessary means, including legal action under copyright laws of the United States and worldwide.

5.WARRANTY AND LIABILITY

All Sound Effects are owned by Sounddogs.com, Inc., or were produced and made available under license. Sounddogs.com, Inc. warrants that it has all necessary rights and authority to enter into and perform this Agreement and that your use of any Sound Effects in accordance with this License Agreement does not infringe on any third party proprietary rights.

Sounddogs.com, Inc. accepts no responsibility for any direct, indirect or consequential losses, costs, expenses or damages of any kind arising from the use of any Sound Effects. Sounddogs.com, Inc.'s liability shall in no event exceed the purchase amount paid for the Sounddogs.com, Inc. royalty free sound effect product in question.

6.USAGE INFORMATION. When you use the Software, Sounddogs App may collect certain information about your computer and your interaction with the Software via the internet ("Usage Information"). Usage Information is information on how you interact with the Software, and is then utilized by Sounddogs App for statistical analysis for improving the Software, and to provide you with a more relevant user experience. No direct personal information or audio files/samples are collected as part of this Usage Information. Usage Information is generally collected in the aggregate form, without identifying any user individually, although IP addresses, computer and session ids in relation to purchases and downloads/installations of the Software may be tracked as part of Sounddogs App customer order review, statistical analysis, and fraud and piracy prevention efforts. This Usage



SoundDogs App™ - Terms of use

Information may be sent to a Sounddogs.com or third party cloud server for storage or further processing by Sounddogs and/or its partners, subsidiaries or affiliates, including, but not limited to, Google Analytics.

Terms and Conditions

BY USING THIS APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND BY ALL POLICIES AND AGREEMENTS INCORPORATED BY REFERENCE, AND YOU REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ACCEPT AND COMPLY WITH THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS OF USE, DO NOT ACCESS OR USE THIS Application.

This application is owned Sounddogs.com, Inc.

Copyright Notice

All content found on this Application, including, but not limited to, sound files, logos, images, icons, graphics, musical compositions, lyrics, text, data, code, software, and the selection and arrangement thereof, is owned by Sounddogs.com, Inc., its content suppliers or another third party and is protected by copyright, trademark, trade dress and other laws of intellectual property protection in the United States and worldwide.

Copyright Complaints

If you believe that any material found on this Application constitutes copyright infringement of another party's rights, please email us at Support@Sounddogs.com.

Trademarks

Sounddogs.com, SoundStorm, Sounddogs logos, SoundStorm logos and all other product names, company names, service names, logos, banners and slogans found on this Application are trademarks of Sounddogs.com, Inc., its content suppliers or another third party, and may not be copied, imitated, modified or used in any manner, in whole or in part, without prior written authorization of Sounddogs.com, Inc. or the respective trademark owner.

The look and feel and all visual appearance characteristics of this Application, including Application design, scripts, page headers, button icons, graphics, logos and banners, are the trade dress, service mark and/or trademark of Sounddogs.com, Inc., its content suppliers or another third party, and may not be copied, imitated, modified or used in any manner, in whole or in part, without prior written authorization of Sounddogs.com, Inc. or the respective owner.

Use of this Application

You represent and warrant that your use of this Application or its contents does not violate any applicable local, state, national or international laws and regulations. You are specifically not authorized to:

- (a) Copy, imitate, modify or download this Application, or any portion of it, without prior written authorization of Sounddogs.com, Inc.;
- (b) Copy, imitate, modify, download or use in any manner, in whole or in part, any content found on this Application, without prior written authorization of Sounddogs.com, Inc., or in violation of a written license or agreement with Sounddogs.com, Inc.;
- (c) Manipulate or otherwise display this Application or its content by using framing or similar



SoundDogs App™ - Terms of use

navigational technology;

(d) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

You may download sound file previews for non-commercial, evaluation purposes only.

You may download the Sounddogs.com logo or print any portions of this Application, for your personal, non-commercial use, provided that the copyright, trademark or proprietary notices are not changed or removed.

If you are under the age of 18, you may use this Application only with involvement of a parent or legal guardian. Sounddogs.com, Inc. reserves the right to terminate accounts, cancel orders and/or block access to this Application without notice and in its sole discretion.

Links

This Application may include hyperlinks and referrals to other resources not owned, operated, affiliated or controlled by Sounddogs.com, Inc. You acknowledge and agree that Sounddogs.com, Inc. is not responsible for the availability of such third party Applications or resources, and does not endorse, represent, guarantee or warrant and is not responsible or liable, directly or indirectly, for the quality, content, nature or reliability of such third party Applications or resources.

Sounddogs.com, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any contents, information, products, services, advertising, actions, terms, conditions, policies or any offerings or materials of any kind available on or through any third party Applications or resources referred or accessible by hyperlink from this Application, or any other third party Applications and resources. You agree that your use of any third party Applications and resources is at your sole risk.

Sounddogs.com, Inc. may remove, add or replace any hyperlinks and referrals to third party Applications or resources at any given time, without prior notice.

Dealings with Third Parties

Your participation, correspondence or business dealings with any third party found on or through this Application, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Sounddogs.com, Inc. shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

Indemnification

You agree to indemnify, defend and hold harmless Sounddogs.com, Inc., its directors, officers, employees, independent contractors, agents, affiliates, members, content providers, suppliers, licensors, developers or any third party information providers to this Application from and against any and all claims, losses, expenses, costs, liabilities and damages of any kind including, but not limited to, attorneys' fees, arising out of or in connection with your use or inability to use or access this Application, any account information you store or otherwise transmit on or through this Application, any violation of our Sound Effects End User License Agreement and Production Music End User License Agreement, your violation of any rights of another party, or any breach or alleged breach of these Terms and Conditions of Use or of any representation or warranty contained herein.



SoundDogs App™ - Terms of use

DISCLAIMER

THIS Application AND ALL CONTENT, INFORMATION, PRODUCTS AND SERVICES INCLUDED ON THIS Application ARE PROVIDED ON AN "AS IS" BASIS AND SOUNDDOGS.COM, INC. DOES NOT MAKE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOUNDDOGS.COM, INC. WILL NOT BE LIABLE FOR ANY COST OR DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS Application OR FROM ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES INCLUDED ON THIS Application, OR THE UNAVAILABILITY OF THE SAME, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. YOU AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. SOUNDDOGS.COM, INC. DOES NOT GUARANTEE OR WARRANT THAT THIS Application OR ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES INCLUDED ON THIS Application, ITS SERVERS, OR ELECTRONIC COMMUNICATIONS SENT FROM SOUNDDOGS.COM, INC. ARE FREE OF INFECTION BY VIRUSES, WORMS OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES, OR WITHOUT ERROR.

CERTAIN U.S.A. STATES AND FOREIGN COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU. IN SUCH STATES AND COUNTRIES SOUNDDOGS.COM, INC.'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY

IN NO EVENT WILL SOUNDDOGS.COM, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, AFFILIATES, MEMBERS, CONTENT PROVIDERS, SUPPLIERS, LICENSORS, DEVELOPERS OR ANY THIRD PARTY INFORMATION PROVIDERS TO THIS Application, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF INFORMATION OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR OTHERWISE, ARISING OUT OF THE USE, INABILITY TO USE, OR RELIANCE ON THIS Application OR ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES INCLUDED ON OR ACCESSED THROUGH THIS Application, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM ERRORS, OMISSIONS, INTERRUPTIONS, MISTAKES, INACCURACIES, DELAYS, FAILURE OF PERFORMANCE, DELETIONS, DEFECTS, VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES, FAILURE OF COMMUNICATIONS, THEFT OR UNAUTHORIZED ACCESS, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF SOUNDDOGS.COM, INC. OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOUNDDOGS.COM, INC., WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR OTHERWISE, ARISING OUT OF OR RELATING TO THE USE OF THIS Application OR ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES INCLUDED ON THIS Application, EXCEED ANY PAYMENTS MADE BY YOU TO SOUNDDOGS.COM, INC., IF ANY, FOR THE ACCESS TO OR USE OF THIS Application OR ANY



SoundDogs App™ - Terms of use

CONTENT, INFORMATION, PRODUCTS OR SERVICES INCLUDED ON THIS Application.

CERTAIN U.S.A. STATES AND FOREIGN COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU. IN SUCH STATES AND COUNTRIES SOUNDDOGS.COM, INC.'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Applicable Law

These Terms and Conditions of Use will be governed and construed in accordance with the laws of the State of California, without regard to principles of conflict of laws. You agree that any legal action or proceeding, or any dispute of any kind between Sounddogs.com, Inc. and you, relating in any way to your use of this Application or to any content, information, products or services included on this Application, or for any purpose concerning these Terms and Conditions of Use shall be brought in any federal or state court in Torrance, California, and you consent to exclusive jurisdiction and venue in such courts.

Any cause of action or claim you may have arising out of or in connection with this Application must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is permanently barred. Sounddogs.com, Inc. may assign its rights and duties under these Terms and Conditions of Use to any party at any time without notice to you.

Miscellaneous

If any provision of these Terms and Conditions of Use is found to be invalid, void or for any reason unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and such provision shall not affect the validity and enforceability of any other provision and each will remain in full force and effect.

Sounddogs.com, Inc.'s failure to insist upon or enforce strict performance of any provision of these Terms and Conditions of Use will not be deemed a waiver of that or any other provision or right.

Any rights not expressly granted herein are reserved.

Changes

Sounddogs.com, Inc. reserves the right to make any changes to these Terms and Conditions of Use, this Application, or any policy or licensing agreement of this Application, at any time and in its sole discretion, without prior notice. Any changes will be effective immediately upon posting on this document. Your continued use of this Application following the posting of changes will constitute your acceptance of such changes.

When we make changes to these Terms and Conditions of Use we will update the modification date below:

Last updated: April 6th, 2018