



TEL: +49 (0)6131 5847895
FAX: +49 (0)6131 5848422

EMAIL: SERVICE@BOOMLIBRARY.COM
WWW.BOOMLIBRARY.COM

KÄSTRICH 6
55116 MAINZ / GERMANY

March 15th, 2012

End User License Agreement BOOM LIBRARY

IMPORTANT-READ CAREFULLY: This BOOM Library End-User License Agreement (or "EULA") is a legal agreement between you (either an individual or a single entity) and BOOM Library GbR. ("BOOM Library") for the BOOM Library Audio Content you have licensed which includes the following: (i) designed sound effects, (ii) source sound files and (iii) any printed, "online" or electronic documentation (altogether: "CONTENT"). By licensing, copying or otherwise using the CONTENT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use the CONTENT. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the CONTENT. The rights granted herein are non-transferable and have to be validated by proof of purchase. All rights not expressly granted to you hereunder are reserved by BOOM Library.

GRANT OF LICENSE:

In consideration of the license fee you paid (and for our FREE download packs), BOOM Library grants a "MEDIA LICENSE" to you and your assigns (subject to the transfer limitations herein). The MEDIA LICENSE for this product is granted only to a **single user**. If you want to purchase a multiuser license, please contact us directly.

All CONTENT in this product is licensed, but not sold, to you by BOOM Library, for commercial and non-commercial use in music, sound-effect, audio/video post-production, performance, broadcast or similar finished content-creation and production use.

The MEDIA LICENSE includes the non-exclusive right to combine the CONTENT you've purchased for commercial recordings without paying any additional license fees or providing source attribution to BOOM Library.

The MEDIA LICENSE includes:

1. Mechanical rights

The right to re-record, duplicate and release the CONTENT as part of your product/production in whatever medium you choose (i.e. video tape, film, CD ROM, DVD, digital formats). This does not include the right to resell the CONTENT as a standalone product in whole or in parts.

2. Synchronization rights

The right to use the CONTENT as a soundtrack "synced" with visual images, or sounds as part of your product/production.

3. Public Performance Broadcast rights

The right to use the CONTENT as part of the public viewing or broadcast of your product/production, including but not limited to videos, DVDs, web sites, podcasts, multimedia presentations, films, television, and radio.

The MEDIA LICENSE is granted worldwide and unlimited in time.

LIMITATIONS:

This license expressly forbids any unauthorized inclusion of the CONTENT in any library (e.g. sample instrument, sound effects library, etc.) online or offline without our express written consent.

The MEDIA LICENSE also forbids any re-distribution method of the CONTENT, through any means, including but not limited to, re-selling, trading, sharing, resampling, mixing, processing, isolating, or embedding into software or hardware of any kind, for the purpose of re-recording or reproduction as part of any free or commercial library of musical and/or sound effect samples and/or articulations, or any form of musical sample or sound effect sample playback system or device.

REPRESENTATION:

BOOM Library owns and controls the rights represented herein with respect to the CONTENT that are subject to this Agreement. BOOM Library has and will hold throughout the Territory and during the Term the above listed rights to exploit the CONTENT as set forth herein. BOOM Library shall indemnify and hold you harmless from any and all claims, liabilities and costs, losses, damages or expenses (excluding attorney's fees) arising out of any breach of these representations.

LIABILITY FOR DAMAGES

BOOM Library is not liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any BOOM Library product, even if BOOM Library has been advised of the possibility of such damages.

BOOM Library will not be responsible if the CONTENT does not fit your particular purpose. The CONTENT is licensed 'as is' without warranties of any kind. Any similarity to any other CONTENT is purely unintentional. BOOM Library cannot be held responsible for any direct, indirect, or consequential loss arising from the use of any sound samples and software licensed from this site in whatever form, or consequential loss arising from a delayed or lost shipment.

BOOM Library does not accept returns unless you have a defective product. Defective products will be exchanged for the same product for a period of 90 days. No refunds will be given for downloaded CONTENT.

PAYMENT & SHIPPING PROCESS:

After payment has been received you will automatically get an email with download links to the products purchased. If you purchase a boxed product it will be sent to you within 14 days after payment. If you choose the credit card payment option, your card will be debited immediately after the order has been fully placed.

INTERNATIONAL CUSTOMERS AGREE TO BE RESPONSIBLE FOR ANY IMPORT DUTIES OR TAXES. THESE ARE NOT INCLUDED IN OUR SHIPPING CHARGES.

REFUNDS:

Downloaded libraries can't be returned, so we can't provide refunds. We may choose to do so at our own discretion, but please be aware that as soon as you've downloaded it, you can't return it.

VIOLATION:

This product uses two forms of non-destructive copy protection: user specific finger printing combined with an online detection system, monitoring over 400 TV channels and 75 million websites worldwide.

Users who try to get past the copy protection or otherwise violate the terms of this licensing agreement are subject to criminal and civil penalties and liable for monetary damages. Please respect our work and do not copy it. The more support we get from you, the more and the better products we will be able to release in the future.