

EUPHORIC WAVE LICENSE AGREEMENT

Version: 02 – 05 – 2021

Applicability

1. This non-exclusive license agreement of Euphoric Wave, with its principal place of business at Wilhelminalaan 174, 2625 KK Delft, The Netherlands and registered in the trade register of the Dutch Chamber of Commerce under file number: 72233885, VAT number: NL002424414B12, e-mail: contact@euphoricwave.com (hereinafter referred to as: “**Euphoric Wave**” or “**we, our, us, etc.**”), is exclusively applicable to all usage of the website, registrations, purchases and downloads of sample and loop packs, presets, tools, etc. (hereinafter also referred to as: “**Services**”) from our website www.euphoricwave.com.
2. If you disagree with any part of this agreement, do not use our Services. By registering at our website, using our Services and for example buying our sample and loop packs, you agree to this agreement and any other terms and conditions that may apply, such as our privacy policy (<https://www.euphoricwave.com/privacy-policy/>) and terms of service (<https://www.euphoricwave.com/terms-of-service/>).
3. We hereby explicitly waive any applicability of your terms and conditions.
4. If you are younger than 16 years old, you may not use our Services, including the purchases without your parents or guardians written permission.

Usage

5. If you wish to use our Services, for example by purchasing sample and loop packs, you agree to do this in a legal and non-harmful way to others and you will not infringe upon the rights of others.
6. All Services obtained from or through our website are for personal use only and may not be shared with any third party or uploaded to any file sharing site or offered for resale or public transmission unless mixed into your own original music productions.
7. You warrant not to (attempt to) damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere with our website or Services in any manner and shall at first request indemnify us for costs and damages.

8. If you do not comply with our rules, regulations, the law, this agreement or any other terms applicable to our Services, we may – at our own discretion – suspend our Services, delete or freeze your account and end this agreement and with that the permission to use your purchases, for example by incorporating them in your music, also retroactively, so if this has already happened. In such case, we will not be liable for any losses, damages, costs, paybacks, etc.
9. If you want to use our Services, you need to register at our website and provide us the full and correct details as requested.

Purchases

10. If you want to buy and download a certain product, you agree to pay the price indicated for the product on our website and shall bare all the transaction and valuta costs. The price indicated needs to be received by us.
11. Only if we have received the full amount indicated at a product, you may download your purchase and use it in line with this agreement.
12. All purchases (including audio packs, sample packs, sound libraries, samples libraries and other sound suites) are sold subject to this agreement. This agreement grants you and only you as the original purchaser, the right to use and integrate the purchases within your original music productions.
13. As our products are downloadable, we are unable to provide customers with refunds unless there is a proven fault with the product. Please make sure when you are making a purchase that it is what you want, as mistakes cannot be a reason for refunds.
14. With due observance of the existing agreements between us and the relevant collective rights organizations with which Euphoric Wave is registered, we grant you and you hereby accept, upon receipt of payment of the indicated prices and execution of this agreement, a non-transferrable, non-exclusive license of the purchases to use your purchases as described below, for eternity and within the universe.
15. In case you have indicated the usage of your purchase as commercial or if it later turns out to be as such, the following applies:

<i>A. Commercial</i>	<i>Allowed</i>
Commercial use (including performances, adaptations in new tracks, any physical and online releases, promo's, snippets, jingles, etc., whether paid for or promoted or not)	Yes
Transfer of rights	No
Reselling, renting, lending, etc.	No
Alterations, changing the purchased products	Yes
Royalties to us	None

16. In case you have indicated the usage of your purchase as educational, the following applies:

<i>B. Educational</i>	<i>Allowed</i>
Commercial use (including performances, adaptations in new tracks, any physical and online releases, promo's, snippets, jingles, etc., whether paid for or promoted or not)	No, releases are not allowed in any kind, form, or way.
Transfer of rights	No
Reselling, renting, lending, etc.	No
Alterations, changing the purchased products	No
Royalties to us	None

17. Your purchases are licensed and not sold and transferred in ownership to you. This means that you for example do not own the copyright and neighbouring rights to any purchase.

18. Only you have a legal right to use your purchases as set out in this agreement. You need prior written permission from us for all other uses than described in this agreement.

19. We may sell, license, or transfer the items you have purchased to other buyers and licensees too. You do not get an exclusive license or right to use your purchases.

20. All rights not expressly granted to you are reserved by us.

21. We may at any time change or alter the price of our products and Services. We do not offer refunds in the event of a price drop or promotional offers.

22. You are responsible for paying any governmental taxes that may be imposed on your purchase.

23. You may at any time cancel their order before payment has been processed. We recommend checking any previous orders before completing a transaction to confirm you do not purchase any Euphoric Wave item twice. Any duplicate orders will not be eligible for a refund due to the nature of our products.

Duties

24. By using our Services, agreeing to this agreement, paying, and downloading your purchases, you agree to:

1. Pay the price indicated on our website with the item you want to buy.
2. Comply with all laws and regulations and do not infringe upon the rights of others.
3. Perform all your duties under this agreement.
4. Indemnify us and hold us harmless upon first request for all breaches of your obligations deriving from this agreement and all provided warranties by you.

5. Let us know immediately in writing if you think you will need to file for bankruptcy or insolvency of any kind.

25. If you have paid the price indicated on our website at the item of your choice and we have received that price, we will enable you to download your purchase(s) via a hyperlink and as described at the purchase. The download will be available in your account on our website. You will also receive the download link via e-mail.

Warranties and representations

26. You irrevocably and unconditionally guarantee, waive, represent and/or warrant that you:
 1. Have the full right and ability to enter into this agreement, and are not under any disability, restriction, or prohibition with respect to the grant of rights hereunder and/or if underaged, will have your parent / guardian agree to this agreement in writing to our business address or by a signed notice by e-mail.
 2. All provided information is and will be true and correct.
 3. Will refrain to use your purchase in a competitive way to our Services.
 4. Will not infringe upon or violate any law or right of us or a third party by use of your purchase or our other Services.

27. You get your purchase as it is and without any guarantees from us to fit into a track or to become a creative or commercial success. In no event shall you be entitled to seek injunctive or any other equitable relief for any breach or non-compliance by us with any provision of this agreement.

Liability

28. Usage of our Services is at your own risk and expense.

29. The Service and content are provided without any representations or warranties of any kind.

30. We are not liable for any information provided to us by third parties. You waive all rights in this regard.

31. You agree that the liability of Euphoric Wave under this agreement is limited to the amount that you have actually paid (on time) to us for our services. Nothing in this agreement shall operate to limit or exclude liability caused by gross negligence of Euphoric Wave.

32. You agree to indemnify us for any loss or damage that may be incurred by us, including without limitation legal fees, arising from your use of the purchases and use of any information obtained through our website.

Privacy

33. Any personal information provided by you will be treated with appropriate care and security in accordance with our privacy policy.

Termination

34. This agreement automatically ends or can be terminated by us if you have sent us a message that you will need to file for bankruptcy or insolvency and this is not cleared or withdrawn with 15 days or when you are declared bankrupt or insolvent.
35. If a curable breach is not cured by you within 5 days of receipt of a written notice of us, we may immediately terminate this agreement. We are not liable for any damages, losses or missed income in such case and will not have to pay you your purchase price back.
36. You waive the right to terminate or dissolve this agreement or ask for dissolution in court.
37. We have the exclusive option, at our sole discretion, to terminate this agreement (and with that: the license) at any time within 1 year of the date of this agreement upon written notice to you. If we exercise this option, we shall pay to you a sum equal to 200% of the paid and received price for the item in case. Upon our exercise of the option, you must immediately remove the tracks which incorporate the purchased items from any and all digital and physical distribution channels and must immediately cease access to any streams and/or downloads of these tracks by the general public. We will not be liable for any costs, damages or losses related to exercising this option.

Miscellaneous

38. In the event that one or more provisions of this agreement shall be declared to be illegal or unenforceable under any law, rule or regulation of any government having jurisdiction over the parties (meaning you and us) hereto, such illegality or unenforceability shall not affect the validity and enforceability of the other provisions hereof, and the parties shall agree upon the modification of this agreement with respect to such illegal or unenforceable provisions to eliminate such invalidity or unenforceability or (early) terminate this agreement.
39. Nothing contained herein shall be construed to constitute an employer – employee relationship, a partnership and/or a joint venture between parties hereto. There is no intention by the parties to create a joint work.

40. You may not transfer or assign your rights following clause 3:83 sub 2 of the Dutch Civil Code.
We are allowed to do this at our own discretion.

Applicable law and court

41. This agreement is exclusively governed by and will be construed in accordance with the laws of The Netherland. Any disputes arising under or in connection with this agreement and/or the Services shall be subject to the exclusive jurisdiction of the court of Amsterdam or by a court of our choice.