

HCS Voice Packs License – Single User License

Applicability: FOR USE WITH [Permitted title] and VoiceAttack software (VoiceAttack NOT INCLUDED)

Last Updated: 6th of July 2023

INDIVIDUAL END USER LICENSE AGREEMENT

IMPORTANT: Please read this agreement carefully. This is a legal contract ("the Agreement") between you and HCS VoicePacks Ltd. It applies to the licenses you purchase and is relevant to online, digital, and physical delivery of licensed material. By purchasing an HCS VoicePack, you agree to enter into this Agreement with HCS VoicePacks Ltd, confirming that you have the power and authority to do so.

This Agreement governs your use of the sounds and/or sound effect collections you purchase from HCS VoicePacks Ltd. This includes the free VoiceAttack profiles (VAP files) provided with your download, and the content within those files. Individuals and single entities (i.e., one person) may enter into this Agreement to purchase Licensed Material.

1. Definitions

- Licensee: Refers to the original end-user of the product.
- Licensor: Refers to HCS VoicePacks Ltd.
- **Permitted Title** The game you've purchased the voice pack for.
- **Licensed Material**: Refers to the sounds and/or sound effect collections purchased, including free VoiceAttack profiles (VAP files) provided with the download and the content written within those files.
- VoiceAttack profiles (VAP files): Refers to specific files associated with the use of the Licensed Material. VAP files are for use with VoiceAttack software (not included)
- **Commercial Use**: Refers to any use of the Licensed Material that generates revenue, profit, or donations. This includes direct and indirect financial gains and covers scenarios where donations may be used as a form of compensation.
- **1.1 Purchase of Audio License:** The Licensee is purchasing a license solely for the audio files provided by HCS VoicePacks Ltd for use with [Permitted title] and VoiceAttack software. This license grants the right to utilize the sound files in accordance with the terms and conditions specified in this agreement. No other elements are considered part of the purchased product.
- **1.2 VoiceAttack Software Requirement:** If the Licensee intends to use the included free VAP files, VoiceAttack software, a third-party program, is required. This software is not provided by HCS VoicePacks Ltd, and any issues related to its functionality or compatibility are not the responsibility of HCS VoicePacks Ltd.

- **1.3 Free VAP Files:** The VoiceAttack profiles (VAP files) are included as complimentary content without any additional charge. They are not warranted or considered part of the sale. The Licensee's satisfaction or dissatisfaction with the VAP files does not affect the terms of the audio license purchase and is not grounds for a refund.
- **1.4 Responsibility for VAP Files:** If the provided free VAP files do not meet the requirements of the Licensee, HCS VoicePacks Ltd bears no responsibility. The Licensee may create their own profiles using the licensed sounds or use the sounds in accordance with this agreement without reliance on the included VAP files.
- **1.5 Refund Policy:** Refunds will only be considered in connection with the licensed audio files and in accordance with applicable laws and regulations. Dissatisfaction with the included VAP files, their functionality, or any other non-purchased elements of the product does not constitute a valid reason for a refund.

2. License Grant and Restrictions

2.1 License Grant

- 1. All files included in this product remain the property of HCS VoicePacks Limited and are licensed, not sold, to you. They are provided for use exclusively with [SPECIFIC GAME TITLE].
- 2. You are granted a right to use the enclosed sounds for personal use only (one computer) and not for Commercial Use, as defined in Section 1.

2.2 Modification and Customization Rights

- 1. **Sound Files:** Modifying sound files without HCS VoicePacks Ltd's written permission is prohibited.
- 2. **VoiceAttack Profiles (VAP Files):** Only the provided "customizer" interface may be used to modify the VAP files.
- 3. Third-Party Non-Commercial VAP Files and Personal Use Profiles: You may include other non-commercial VoiceAttack profiles (VAP files) or create your own personal use profiles from VoiceAttack software with HCS VoicePacks Ltd's VAP file(s) as long as it doesn't breach this license.
- 4. **Responsibility:** Use of other VoiceAttack profiles with this product is at your own risk and must comply with this license.

2.3 Transfer and Resale Restrictions

- The right to use the sound files is not transferable.
- Resale, relicensing, or other distribution of the sound files and VoiceAttack profiles (VAP files), either as they exist or through any modification, is forbidden.
- You may not assign, lease, lend, rent, upload or download to or from any database or server, or transfer any sound files or VoiceAttack profiles (VAP files) to another party.

 Replication, modification or changes of any command lines and/or coding of a HCS VoicePacks "VAP" file or any included plugins, or code in the plugins supplied by HCS VoicePacks is prohibited.

2.4 Single-Use License

This version of your HCS VoicePack is for single, non-commercial use with one computer only.

Section 3: Responsibilities, Warranties, and Liability

3.1 Responsibilities

- The Licensee is solely responsible for understanding and abiding by the terms of this Agreement.
- HCS VoicePacks Ltd reserves the right to change licensing conditions at any time without notice to the end user.
- HCS VoicePacks Ltd provides the product and its contents in their entirety 'as is' without
 further obligation to provide or facilitate further updates for any/all of the provided
 VoiceAttack profiles (VAP files) or audio sound files contained within the supplied product.

3.2 Warranties and Disclaimers

- Licensor will not be responsible if the sound files or VoiceAttack profiles (VAP files) do not fit the particular purpose of the Licensee.
- The sound samples are licensed 'as is' without warranties of any kind.
- Neither the Licensor nor any distributor of Licensor's products can be held responsible for any direct, indirect, or consequential loss arising from the use of any sound files or VoiceAttack profiles (VAP files) provided by HCS VoicePacks Ltd.

3.3 Intellectual Property and Copyright

- Copyright infringement is a serious offense, and HCS VoicePacks Ltd's intellectual property is
 protected by copyright laws and international treaty provisions.
- Decompiling, reverse engineering, and copying any of the authored digital content provided, including HCS VoicePacks Ltd's VoiceAttack profile's (VAP files), specific command lines, 'HCS Plugins', sound files, or any other provided content or components, is expressly forbidden.

3.4 Support and Community Assistance:

- Limited Direct Support: HCS VoicePacks Ltd offers support at its discretion, typically limited to account issues and downloads. Customers are encouraged to email for these concerns.
- Community Support on Discord: For other inquiries and assistance, including those related to
 the free VAP files, HCS VoicePacks Ltd maintains a community on Discord. Players from the
 community volunteer their time to support other users. HCS VoicePacks Ltd encourages
 Licensees to seek help from this community if needed.
- Exclusion of Other Support: HCS VoicePacks Ltd reserves the right to exclude support for any other commercial/non-commercial products/applications, including VoiceAttack profiles (VAP files), beyond the defined support mentioned above.

3.5 Termination

- This EULA is effective until terminated by you or Licensor.
- Your rights under this EULA will terminate automatically if you fail to comply with any of its terms.

Section 4: Specific Terms of Use

4.0 Resale and Redistribution Restrictions

You are expressly forbidden from reselling, relicensing, or distributing the sound files and complimentary VoiceAttack profiles (VAP files), whether in their original form or modified, for commercial or non-commercial purposes, without written permission from HCS VoicePacks Ltd. This prohibition includes, but is not limited to, assigning, leasing, lending, renting, uploading, downloading, transferring to another party, or using them in other VoiceAttack profiles (VAP files), whether for commercial or non-commercial use.

4.1 Property Rights

• All files included in this product remain the property of HCS VoicePacks Limited and are licensed, not sold, to you, and provided for use exclusively with [SPECIFIC GAME TITLE].

4.2 Usage Rights

- A right to use the enclosed sounds for personal use only (one computer/not for commercial use) is granted to the original end-user of the product (Licensee) and is NOT transferable.
- Licensee may publicly broadcast sound files for review and promotional purposes with platforms YouTube and Twitch, showing use with [SPECIFIC GAME TITLE].

Section 5: Limitation of Liability

- Licensor will not be responsible if the sound files, or the included complimentary VoiceAttack profiles (VAP files), do not fit the particular purpose of the Licensee for use with [SPECIFIC GAME TITLE].
- The sound samples are licensed 'as is' without warranties of any kind, either express or implied.
- Neither the Licensor nor any distributor of Licensor's products can be held responsible for any direct, indirect, or consequential loss arising from the use of any sound files or VoiceAttack profiles (VAP files) provided by HCS VoicePacks Ltd for [SPECIFIC GAME TITLE].

6. Public Broadcasting, Streaming, and Redistribution Limitations

- The Licensee may publicly broadcast sound files for review and promotional purposes with platforms such as YouTube and Twitch, solely in connection with streaming or showcasing [SPECIFIC GAME TITLE].
- A limited number of sound files may be used for greetings or similar channel-specific functions, provided they are used exclusively in streams related to [SPECIFIC GAME TITLE].

- Any other use of the sound files as part of streaming content outside the context of [SPECIFIC GAME TITLE], or in streams not related to [SPECIFIC GAME TITLE], requires written permission from HCS VoicePacks Ltd.
- Licensee may not re-distribute the sounds as individual sounds, multi-sounds, samples, multi-samples, programs, or patches this means the Licensee cannot re-sell them as part of a sound sample library or integrate them into other commercial products.
- The mixing of HCS VoicePacks content with commercial products is NOT permitted without written permission.
- The use of the sound files, VoiceAttack profiles, and HCS Plugins in other third-party
 VoiceAttack profiles (VAP files), video game soundtracks, music distribution applications
 (including VoiceAttack music distribution VAP files), gaming machines, or toys where they
 appear in isolation or as sound effects, is not permitted without first obtaining written
 permission from HCS VoicePacks Ltd for [SPECIFIC GAME TITLE].

Requesting Permission: Should the Licensee wish to use the sound files or any other content provided by HCS VoicePacks Ltd in a manner not expressly permitted by this license, the Licensee must submit a written request to [SPECIFIC EMAIL ADDRESS]. The request must include:

- 1. A detailed description of the intended use case, specifying how the sound files or other content will be used.
- 2. Links or other information showing where the content will be streamed or used.
- 3. Any other relevant information that may aid in the evaluation of the request.

Evaluation: HCS VoicePacks Ltd will review each request on a case-by-case basis. Factors considered may include alignment with the brand, potential exposure, compliance with the overall terms of the license, and the specific nature of the proposed use.

Approval: If the request is approved, HCS VoicePacks Ltd will send the Licensee a specific VIP license use document. This document will outline the exact terms and conditions of the approved use, and must be adhered to by the Licensee.

Denial: HCS VoicePacks Ltd reserves the right to deny any request at its sole discretion.

Compliance: Failure to comply with the process outlined in this section, or any terms specified in an approved VIP license use document, will be considered a breach of this license.

Section 7: Moral Use and Limitations

- 7.1 **Prohibited Immoral Usage**: The sound files and responses provided within the HCS Voice Packs are intended solely for the use within the context of the character and scenario defined by HCS Voice Packs. Any usage that alters or combines these elements to promote or imply immoral, obscene, or offensive content is strictly prohibited.
- 7.2 **Unintended Consequences**: Users are warned that the misuse of the provided content may lead to unintended consequences or misrepresentations. Any such outcomes resulting from unauthorized manipulation, modification, or misapplication of the content are entirely the responsibility of the user.

- 7.3 **Enforcement and Remediation**: Any user found to be in violation of these moral use guidelines may face revocation or suspension of their license to use the HCS Voice Packs, as well as other appropriate legal actions.
- 7.4 **Reporting Violations**: Users are encouraged to report any suspected violations of this section to [SPECIFIC EMAIL ADDRESS]. All reports will be treated seriously and addressed accordingly.

Section 8: Content Advisory and Disclaimer

- 8.1 **Content Advisory**: Some HCS Voice Packs may contain language, phrases, beliefs, or statements that may be considered profane or offensive. Users are hereby advised that the content reflects the fictional characters and scenarios created by HCS Voice Packs and does not represent the views or beliefs of HCS Voice Packs or any affiliated parties.
- 8.2 **Fictional Nature of Content**: The views, beliefs, statements, and language expressed within the voice packs are elements of fictional characters and stories. They are intended solely for entertainment, simulation, or artistic purposes, and should not be construed as endorsing, promoting, or reflecting any real-world ideologies, beliefs, or behaviors.
- 8.3 **User Discretion**: Users are responsible for determining the suitability of the content for their intended use and audience. If users have concerns or sensitivities to certain language or themes, they should review the product descriptions or consult with HCS Voice Packs prior to purchase and use.

Section 9: Broadcast Use and Limitations

- 9.1 **Permitted Use**: HCS Voice Packs may be used for personal and non-commercial purposes. Broadcast use of the content for commercial or public purposes is subject to compliance with all relevant laws, regulations, and guidelines.
- 9.2 **Responsibility for Use**: Users intending to broadcast HCS Voice Packs in a commercial or public setting must ensure that the content is appropriate for the intended audience. Any use of the content in a manner that is inconsistent with the terms herein, or that may be deemed immoral, offensive, or inappropriate is strictly prohibited.
- 9.3 **Limitations**: Any broadcast, dissemination, or public performance of the content must be in line with the fictional and artistic nature of the characters and scenarios. Any use of the content outside the scope of the intended entertainment or simulation purposes, including misuse in a way that promotes or implies real-world ideologies, beliefs, or behaviors, is expressly prohibited.

Section 10: Fraudulent Chargebacks and Dispute Resolution

- 10.1 **Notification of Chargebacks**: If a user initiates a chargeback or disputes a transaction, they must notify HCS Voice Packs in writing, providing detailed reasons for the dispute. HCS Voice Packs will investigate the matter promptly.
- 10.2 **Investigation of Chargebacks**: HCS Voice Packs reserves the right to thoroughly investigate any chargebacks or disputed transactions. This may include reviewing transaction records, correspondence, user agreements, and other relevant information.

- 10.3 **Fraudulent Chargebacks**: If, upon investigation, HCS Voice Packs determines that a chargeback or dispute is fraudulent, dishonest, or otherwise in bad faith, the company reserves the right to take appropriate action. This may include but is not limited to:
 - Rejecting the chargeback or dispute;
 - Reporting the matter to relevant authorities;
 - Pursuing legal action;
 - Temporarily or permanently suspending the user's account or access to services.
- 10.4 **Cooperation with Financial Institutions**: HCS Voice Packs may cooperate with banks, credit card companies, and other financial institutions in the investigation of chargebacks, including the provision of relevant evidence where necessary.
- 10.5 **Resolution and Communication:** HCS Voice Packs will communicate the findings and resolution of the investigation to the user. Users are encouraged to cooperate fully with the investigation and to provide any requested information or documentation.
- 10.6 **User Responsibility**: Users are responsible for ensuring the accuracy of their transactions and for acting in good faith. False or fraudulent chargebacks can have serious legal consequences.

Section 11: Data Sharing with VoiceAttack and Investigation of Misuse

- 11.1 **Cooperation with VoiceAttack**: HCS Voice Packs collaborates with VoiceAttack in the joint effort to ensure the lawful use of our respective products. This cooperation may include sharing specific customer information, such as purchase history, user details, and IP addresses.
- 11.2 **Purpose of Data Sharing**: The shared information may be used to investigate instances of potential illegal usage, fraud, libel, or other activities contrary to the terms of service of HCS Voice Packs or VoiceAttack.
- 11.3 **User Consent**: By accepting these terms and using HCS Voice Packs' products, users agree to the sharing of their information with VoiceAttack for the purposes stated in this section. Users also agree to cooperate with any investigations into suspected unlawful conduct.
- 11.4 **Privacy Considerations**: Any data sharing with VoiceAttack will be conducted in accordance with applicable privacy laws and HCS Voice Packs' privacy policy. Information will only be shared to the extent necessary for the purposes outlined herein.
- 11.5 Investigation of Libel or Other Misconduct: HCS Voice Packs and VoiceAttack reserve the right to investigate allegations of libel, false statements, or other misconduct by users on social platforms, forums, or other channels related to our products. This may include matching IP addresses and other identifying information.
- 11.6 **Legal Compliance**: This data sharing and investigative cooperation is intended to promote legal compliance and the integrity of HCS Voice Packs and VoiceAttack's products. Any actions taken will be in accordance with applicable laws and regulations.

Section 12: Promotional Content and Product Capabilities

12.1 Understanding Your Purchase:

- Customers are solely purchasing audio files. The accompanying .vap files are provided free of charge and can accomplish 100% of the functionality seen in videos on our YouTube channel and elsewhere, but may be subject to limitations and changes.
- All expectations should be aligned with the understanding that the purchase is for the audio files only, not any theatrical narrative or capabilities depicted in promotional content that may not be achievable.
- While some content can be achieved with VoiceAttack through user-created dialogue prompts, our generic and free VAP file provision may exclude certain content to avoid encroachment on users' preferred voice pack functionalities. We encourage creativity in VoiceAttack for personalized user experiences.

12.2 Expectations, Limitations, and Inquiries:

- Customers must not base their purchase on the expectation of replicating exactly what is seen in promotional videos. Changes by game developers or outdated content may affect product functionality.
- HCS Voice Packs sells audio files, and the actual product capabilities, especially regarding the free VAP file, may differ from what is depicted in promotional content.
- Customers are encouraged to contact HCS Voice Packs directly with any questions or clarifications.

12.3 Theatrical Content and Artistic Representations:

 Promotional content may contain fictional scenarios, dialogues, or interactions created for entertainment or illustrative purposes, and may include elements that are not achievable with the actual product.

12.4 Social Media Content and Character Narration:

- The content shared on HCS Voice Packs' social media platforms is primarily focused on the story-based narrative and fictional character development associated with the audio files.
- Representations, portrayals, or depictions of these fictional characters are for entertainment purposes only and should not be taken as indicative of the technical capabilities, functionalities, or other aspects of the actual voice pack product.
- Customers are encouraged to view social media content as a form of creative storytelling, providing insights into characters' backgrounds, personalities, and fictional universes, separate from the specific technical and functional details of the voice packs.

Section 13: Digital Download Access

The digital downloads provided by HCS VoicePacks are subject to bandwidth costs that are incurred with each download. To sustain the quality of service and to manage these costs, HCS VoicePacks has implemented a download limit and a nominal fee for resetting the download count for non-subscription products. This structure helps ensure fair access to all customers and supports the ongoing availability of our products.

- 1. **Access to Digital Downloads**: With the purchase of each product license, the customer shall be granted access to the corresponding digital download(s), excluding pre-orders and subscription-based products.
- Download Limit: Access to each individual digital download shall be limited to a total of 10 download attempts or 10 downloads, whichever occurs first, excluding pre-orders and subscription-based products.
- 3. **Download Count Reset**: In the event that a customer exhausts the allowed download attempts for a specific product (excluding pre-orders and subscription-based products), the customer may choose to reset the download count to 10 by paying a fee of £2.50.
- 4. **Per Product License Basis**: The aforementioned download limits and reset fee shall apply on a per product license basis. Should a customer own multiple packs and exhaust the download limits on more than one (excluding pre-orders and subscription-based products), they shall be required to pay the reset fee of £2.50 for each individual product license they wish to reset.
- 5. **Reset Time Frame**: Resetting the download count can take up to 24 hours but is usually done within a few hours. HCS VoicePacks will make reasonable efforts to process the reset within this time frame but makes no guarantee of immediate availability.
- 6. **Using .vap Profiles for Updates and Re-Downloads**: Customers may use the .vap profiles to update their product through the update prompt in VoiceAttack. This method allows customers to add new functionality, fixes, or updates for the free .vap files and this will NOT affect your download count.
- 7. **Free updates means a full download:** For a significant update, like additional sounds being released, or a major update to for .vap files, HCS VoicePacks recognises that as free content, and although this requires a download, it WILL affect your download count as you will be required to make a full re-download of your product, if indeed you want to take advantage of free additional content.
- 8. **Subscription-Based Products**: Subscription-based products may require updates that sometimes necessitate a full download. These updates and full downloads shall not be subject to the download limit. Terms and conditions for subscription-based products shall be governed by a separate section of this agreement or by the applicable subscription agreement.
- 9. **Exclusion of Pre-orders**: Download limits shall not apply to pre-orders. For pre-ordered products, the download count will be reset to 10 on the official release date.
- 10. Responsibility of the Customer: It shall be the responsibility of the customer to monitor and manage their download attempts, and to take action to reset the download count if desired, excluding pre-orders and subscription-based products. HCS VoicePacks assumes no responsibility for the inability of the customer to access digital downloads once the download limit has been reached.
- 11. **Payment for Reset**: Payments for the download count reset must be made in accordance with the payment methods and instructions provided on the HCS VoicePacks store. The reset shall only become effective once payment has been successfully processed.

- 12. **Modification or Termination of Terms**: HCS VoicePacks reserves the right to modify or terminate these download access conditions at its sole discretion. Any such changes will be communicated through appropriate channels and shall be effective from the date specified in such communication.
- 13. **Support and Inquiries**: For any questions or support regarding download access, customers may contact the HCS VoicePacks support team through the provided contact information.

Copyright and Intellectual Property Rights

- 1. **Ownership**: All content, including but not limited to digital downloads, voice packs, software, graphics, text, images, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music included with HCS VoicePacks products, is the exclusive property of HCS VoicePacks or its licensors, and is protected by copyright, trademark, and other intellectual property laws.
- License Grant: Subject to compliance with the terms and conditions of this agreement, HCS
 VoicePacks grants the customer a non-exclusive, non-transferable, revocable, and limited
 license to access and use the purchased products for personal, non-commercial use. This
 license does not confer any ownership rights and does not permit any modification,
 distribution, reproduction, or sublicensing of the product.
- 3. **Prohibited Use**: Customers may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the content or products of HCS VoicePacks, except as expressly permitted in this agreement. Unauthorized use or distribution may result in termination of the license and legal action.
- 4. **Respect of Third-Party Rights**: The customer shall respect all third-party intellectual property rights related to the products, including but not limited to rights held by licensors, partners, or other entities associated with HCS VoicePacks. Any infringement of third-party rights may lead to termination of the license and further legal consequences.
- 5. **Updates and Changes to Content**: HCS VoicePacks reserves the right to modify or update the content, including but not limited to voice packs and .vap profiles, at its discretion. Any updates or modifications shall remain subject to the terms and conditions of this license.
- 6. **Reporting Infringements**: If the customer becomes aware of any unlawful or unauthorized use of HCS VoicePacks' intellectual property, they are encouraged to report such infringements to HCS VoicePacks through the provided contact information.
- 7. Warranties and Disclaimers: HCS VoicePacks makes no warranties regarding the accuracy, reliability, or completeness of any content, and disclaims all liability for any errors or omissions in the intellectual property. The customer's use of the content is at their own risk, and the customer agrees to comply with all applicable laws, rules, and regulations concerning their access to and use of HCS VoicePacks' products.
- 8. **Governing Law**: The intellectual property rights and obligations under this agreement shall be governed by the laws of the jurisdiction in which HCS VoicePacks operates, without regard to its conflict of law principles.