

F9 End User Licence Agreement (EULA)

# PLEASE READ THIS CAREFULLY BEFORE USING THIS F9 AUDIO PRODUCT.

This EULA is provided by F9 Audio Ltd ("F9 Audio"), a UK company. The total content within this sample pack, irrespective of its form (physical or electronic), is licensed, not sold, to you. F9 Audio retains all proprietary rights, including but not limited to copyrights of the material and audio. The agreement to the terms of this EULA is acknowledged by the usage and opening of the contents within this pack, which are available for your reference at www.f9-audio.com during the purchase.

#### **Licence Grant**

This licence, granted on a non-exclusive basis to a single-user, is applicable worldwide for the full term of copyright protection. The licence is non-transferable. The licence permits the user, whether an individual or an entity, to install this pack and its content onto any computing device owned solely by the user. The content cannot be installed on a machine or network not owned by the user.

#### **Prohibited Actions**

The user may not electronically disseminate the sound samples or place them on a file-sharing or external server (local or remote) or make them available on a multi-user computer/audio workstation network without prior written consent from F9 Audio. For information on volume licensing, please contact F9 Audio.

The user is also prohibited from using the sounds as standalone sound effects or loops within any computer-based application or any other product sold or re-licensed to multiple third parties.

This End User Licence Agreement (EULA) prohibits any form of duplication, lending, or resale of this product and its content, irrespective of whether it has been processed or is in its original form. The creation of competing sound-ware or software products using this material is strictly forbidden.

### **Exception to Prohibition**

Despite the aforementioned prohibitions, this End User Licence Agreement (EULA) grants the licensee the right to create and sell musical loops within their own or third-party sample packs using any playable instruments, drum, or FX kits included in this release.

However, for the avoidance of doubt, this exception is limited solely to the playable instrument patches. It explicitly excludes the musical motifs or MIDI data. The licensee is not permitted to utilise any of the musical themes or melodies supplied in this pack in the creation of sample packs, software releases of a similar nature, or any derivative works.

This exception is designed to support creative endeavours and must not be interpreted as a broad relaxation of the outlined prohibitions.

# **Rights of Use**

Under this EULA, the licensee is granted the right to modify the sounds and utilise the material for commercial purposes, as part of a musical composition integrated with other sounds. To elucidate, such a musical composition could also encompass synchronised film and video scores, multimedia productions, as well as music or sound design intended for the gaming industry.

#### **Creation of New Works**

Under this licence, you are obligated as the licensee to generate a new musical work. This work should incorporate alterations or additions to existing melodies and musical themes, coupled with the integration of other motifs, sounds, vocal recordings, supplementary samples, and orchestrations. It is paramount that your creation adheres to the copyright laws of the jurisdiction(s) in which it will be published.

Any Digital Audio Workstation (DAW) templates provided within this release are solely for demonstration purposes. Where possible, we have constructed these templates using MIDI (Musical Instrument Digital Interface) to trigger instruments. The templates remain under the copyright of F9 Audio and are not to be utilised or exploited in their original form. To establish unique melodies, you as the user must alter the MIDI note information provided.

## **Acknowledgement and Indemnity**

By opening this pack, the licensee acknowledges that other users of this pack will have access to the same data and musical themes. F9 Audio accepts no liability for any disputes arising from mechanical copyright issues, musical publishing or composition-based legal disputes, performer disputes, or conflicts on Youtube, Soundcloud, and other digital or webbased ID platforms that may arise from multiple users creating new musical works containing the same sample(s), midi, patches, or other data supplied in this release.

# **Limitation on Copyright Claims**

The licensee agrees that no new musical work created under the terms of this agreement using this pack's contents can make any form of copyright or monetisation claim against F9 Audio Ltd, F9 Audio's online media channels, this pack's intellectual and technical contents or its promotional audio clips, videos, or any other media. If such a claim arises, the licensee or their distributor will be required to cease the claim on whichever platform(s) it has been made. We require any such claims to be addressed and removed within a 30-day period.

#### **Termination and Amendments**

This EULA is terminated immediately if any terms are violated. F9 Audio reserves the right to withdraw the EULA should the user request a refund for any reason. The EULA is considered void if the pack is not purchased directly from F9 Audio or an authorised distribution partner.

## **Disclaimers and Liability**

F9 Audio, the pack's producer, or its featured artists bear no liability for any direct or indirect loss resulting from the use of this product. F9 Audio does not accept responsibility if the sounds do not meet the specific needs of the user.

All rights not expressly provided to the user in this agreement are reserved by F9 Audio. Any unauthorised duplication of this download constitutes a violation of relevant international laws.



#### © P 2023 F9 Audio Ltd

Proudly made in Brighton, UK For more information, please visit us. If you have any questions, contact us.

Visit us <u>HERE</u> for more information. If you have any questions, please contact us <u>HERE</u>.