

Sound Fishing End User Licence Agreement (LESF)

Prior to initial use of the SOUND FISHING recordings, carefully read the provisions of this License Agreement. By using the sounds of this pack, you acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. If you do not agree to these terms and conditions, do not use the sounds.

For the purposes of these presents, the purchaser is understood to be any natural or legal person having acquired sound recordings provided by SOUND FISHING on his/her own behalf.

Should this be a natural person, the purchaser is considered to be the sole user of the sound recordings, and consequently, the sole holder of this usage license.

Should the purchaser be a legal person, this license shall cover all of this legal person's members, associates, employees or staff, in accordance with conditions established in paragraph 4 of this license. These people shall be considered, for the purposes of this license, as users and holders of this license, and shall be irrefragably presumed to have made themselves aware of the contents of the license and to have agreed, without reservations, to its terms.

In general terms, usage irrefragably presupposes that the user has made him-/herself aware of the contents of this license and to have agreed, without reservations, to the contents. Any other usage shall be considered as a violation of the copyright held by the company SOUND FISHING.

1 - Preamble

"SOUND FISHING" is a trademark owned by Mr Nicolas Dubois. SOUND FISHING provides sound effects and production elements (the "Recordings") through the web site located at www.audio-packs.com (the "Site"). You (the "User") may purchase and use the Recordings. In order to, You shall agree the terms and conditions of this licence agreement (the "Agreement").

2 - Terms and conditions

This Agreement governs the terms by which users of SOUND FISHING obtain the right to use Recordings provided by SOUND FISHING through the Site. In consideration of payment of the license fee, SOUND FISHING grants to the User through this Agreement the following limited, non-exclusive worldwide rights for the duration of use of the Recordings in accordance with paragraph 4 of this Agreement.

3 - User's Licence

SOUND FISHING, 3 rue de l'école, 60117 Gondreville, France, 33 (0) 9.54.45.77.15, hereby licenses all users of the Recordings download on the Site on the express condition that the following terms and conditions are duly complied with:

- * All copyrights and other related rights are owned by SOUND FISHING
- * Use automatically entails the absolute presumption that the User has read and understood this Agreement and accepts to be bound by the terms hereof without reserve
- * All Recordings available from SOUND FISHING are licensed, not sold to you, the User. SOUND FISHING remains at all times either the owner or Licensor of the Recordings.

4 - Rights granted

No additional fees are required when Recordings are used in accordance with the following permitted uses. The User has the right to :

- synchronize the Recordings with audio and/or visual productions or applications such as :
- films, video, DVD and TV productions
- corporate videos and educational applications

- on hold messages and ads
- radio presentations or commercials
- television presentations or commercials
- musical recordings
- live performances and exhibitions
- training and marketing presentations
- speech and audio book products
- Web pages and multimedia presentations
- PowerPoint and Flash productions
- interactive programs
- computer and video games
- podcasts and audio-guides

User may create copies of his/her audio and/or visual productions or applications which contain synchronized Recordings.

- use Recordings over and over, in as many projects as user sees fit.
- create a backup copy of the Recordings.

All rights not expressly granted herein are reserved.

5 - Restrictions on use

The User is not authorized to :

- Transfer, re-record, copy or duplicate any Recordings, in whole or in part, for any purpose not authorized under this Agreement without express written authorization from SOUND FISHING.
- Copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized Recordings by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.
- Transfer Recordings, in whole or in part, electronically or via any peer to peer file sharing program, FTP site, computer network or direct download.
- Provide remote access to unsynchronized Recordings to any location remote from licensed User address.
- Provide Recordings, in whole or in part, as mobile telecom audio content such as ring tones, soundscapes, multimedia messaging services (MMS), voice messaging, audio enhancements, greeting mail services, or other content application now known or which shall become known without a valid license issued directly to you for this specific purpose by SOUND FISHING.
- Provide Recordings in whole or in part within other mobile communications or entertainment applications without a valid license issued directly to you for this specific purpose by SOUND FISHING.
- Provide Recordings in whole or in part within retail toys, electronic sampling programs or program chips without a valid license issued directly to you for this specific purpose by SOUND FISHING.
- Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media which contains Recordings unless all the Recordings have been deleted.

6 - Term of agreement

This Agreement shall remain in full force and effect throughout the entire duration of use of the Recordings. It shall be terminated in the event the User does not comply with the terms and conditions hereof. Upon expiration of this License Agreement, the User hereby agrees to delete and destroy all copies he has made of the Recordings.

7 - Territory

The territory is the World.

8 - Warranty

SOUND FISHING hereby guarantees the workmanship of the Recordings for 90 days as of the date of purchase. In the event of faulty workmanship or a manufacturing defect, SOUND FISHING hereby guarantees that it will replace any defective products.

9 - Disclaimer of access to the website

While striving to maintain uninterrupted service, SOUND FISHING gives no guarantee that access to the Site will be uninterrupted. The User agrees that SOUND FISHING shall not be liable to you or to any third party for any loss or damage caused directly or indirectly by any modification, suspension or discontinuance of the service. SOUND FISHING assumes no liability whatsoever due to any non-availability of the Site.

10 - Disclaimer of warranty and liability

SOUND FISHING supplies Recordings on an "as is" basis, and expressly disclaims all warranties of conditions of any kind, whether express or implied, including without limitation, any implied warranty of title, noninfringement, merchantability or fitness for a particular purpose or to any services supplied to its Users.

The User agrees that SOUND FISHING's entire liability with respect to any claims made in relation to or arising out of this Agreement will not exceed the license fee paid by the User for licensing the Recordings.

11 - Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of France and the French Courts shall have sole jurisdiction.

This English-language contract is a translation; in the event of any dispute, the contract having precedence is the original contract written in French.

12 - Other conditions

This Agreement is in addition to the Terms and Conditions applicable to the Site that all persons downloading Recordings from the Site have previously entered into. In the event of any inconsistency between this Agreement and the Terms and Conditions, the terms of this Agreement shall govern.

If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

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