

Audiodrome Personal License

Read these terms and conditions carefully before using the digital assets from Audiodrome. By purchasing or using the digital assets from Audiodrome, you agree to be bound by the terms and conditions of this Agreement. If you do not accept the terms and conditions in this Agreement, do not use or purchase the digital assets from Audiodrome.

THIS DIGITAL ASSETS LICENSE (the "Agreement") is dated on the day of purchase.

BETWEEN:

The "Seller":

Audiodrome LLC
30 N Gould St Ste N,
Sheridan, WY 82801, USA

The "Buyer": purchase email

IN CONSIDERATION OF the Seller providing the digital assets to the Buyer and the buyer paying to the Seller the Purchase Price, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

Digital Assets

1. The Seller owns and is providing to the Buyer the digital assets described below:

Music Tracks
Special Effects (SFX)
Photos
Videos

License

2. The Digital Assets and the are property of the Seller and are copyrighted by law. The Digital Assets shall not be copied, published or used in any way except as provided for in this agreement. The Seller reserves the right to use the Digital Assets on the Seller's website and for the Seller's own marketing or advertisement purposes.

3. The Seller will provide the Digital Assets to the buyer from the date of purchase for an unlimited time.

Permitted Use

4. The buyer shall only use the Digital Assets in accordance with this Agreement:

5. For the Digital Assets, The Buyer has the following usage rights:

- ✓ Personal use only
- ✓ Unlimited projects
- ✓ Unlimited downloads
- ✓ Without territorial restrictions
- ✓ Perpetual (no expiration date)
- ✓ All online platforms (one account per platform)
- ✓ Websites Social media and
- ✓ Podcasts (only one podcast)
- ✓ YouTube Monetization
- ✓ Student Projects

6. The Digital Assets can be used in the following formats:

Video clips
Films
Series
Podcasts
Animations
Presentations
Slides

Restrictions on Use

7. The buyer shall not use the Digital Assets in a commercial manner to earn money, for marketing or advertising purposes, or in a trademark, except as provided for in this agreement.

8. Sell, transfer, sublicense, share, give away or otherwise assign the Digital Assets or your rights granted hereunder to any other party.

9. Resell the Digital Asset by itself or as part of a package except solely as embodied within your Project.

10. Resell the Digital Asset (or otherwise make it available) in any manner that would enable a third party to download the Digital Asset as a separate file.

11. Resell the Digital Asset (or otherwise make it available) as part of any competing product such as music compilation or music library.

12. Sell the Digital Asset (or otherwise make it available) as, or as part of, your music or as your song, even if it has been transformed or edited, or if you add other instruments or vocals to the music.

13. Claim to be the creator or copyright holder of the Digital Asset or of any derivative work created from the Digital Asset.

14. Using the content on physical media like printed materials, CDs, or DVDs.

15. Direct distribution, public display, or modifying content for re-sale/licensing to third parties is forbidden unless specifically allowed.

16. Use content to create logos, trademarks, or service marks.

17. Content must not be used in pornographic, illegal, or defamatory contexts. Examples include adult entertainment, promoting tobacco products, or portraying individuals negatively or unlawfully.

18. The license allows you to use the content but does not grant ownership or rights to create new versions of compositions.

Warranties

19. The Seller warrants that the Seller is entitled to grant the use of the Digital Assets described in this agreement, and that this Agreement does not infringe the rights of third parties.

20. The digital image is provided "as is" to the Buyer. The Seller and its officers, employees, agents and suppliers, do not provide any warranty, whether express or implied, as to the Digital Assets.

Liability & Indemnity

21. The Seller will not be liable for any third-party claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees, or costs of any kind or amount whatsoever resulting from the Buyer's use of the Digital Assets.

22. The Buyer agrees to defend, indemnify, and hold harmless the Seller and its officers, employees, agents, and suppliers against any or all claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees, or costs of any kind or amount whatsoever resulting from or arising out of the unauthorized use of the Digital Assets by the buyer or its officers, employees, agents and suppliers, or the Buyer's breach of this Agreement.

Expiry or Termination

23. This Agreement has no expiry date - the Buyer can use the Digital Assets for an unlimited time.

24. The Seller reserves the right to discontinue the license and terminate the Agreement immediately, as well as to commence legal proceedings if any copyright infringement has taken place due to the Buyer's unauthorized use of the Digital Assets.

25. Upon termination of this Agreement, the Buyer shall discontinue the use of the Digital Assets and shall destroy all copies and archives of the Digital Assets.

Intellectual Property Rights

26. The Seller retains all the intellectual property rights of the Digital Assets. Nothing in this Agreement shall operate to transfer, assign, or otherwise grant any party any right or interest in the Seller's intellectual property rights with regard to the Digital Assets.

27. Any use, under any conditions not specifically allowed for in this Agreement, may constitute a violation of federal copyright law or international copyright agreements.

28. The Buyer shall not falsely represent that they are the original creator of the Digital Assets.

Export Laws

29. In order to purchase a license for the Digital Assets, the Buyer must be in compliance with applicable export laws.

30. The buyer shall not ship, transfer or export the Digital Assets to any country in a manner prohibited by the laws of the United States or use it in any manner prohibited by the laws of the United States.

Severability

31. If there is a conflict between any provisions of this Agreement and the applicable legislation of the United States (the "Act"), the Act will prevail and such provisions of the agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

32. If any terms or provisions of this Agreement are determined to be invalid or unenforceable by the court of competent jurisdiction, the remainder of this Agreement will not be affected and each unaffected term and provision will remain in full force and effect.

Governing Law

33. This Agreement will be governed and construed in accordance with the laws of United States, without regard to the jurisdiction in which any action may be instituted. The Buyer agrees to submit to the jurisdiction of the courts of Wyoming to bring any action or for the enforcement of this Agreement. Notwithstanding, the Seller reserves the right to commence legal action to obtain injunctive relief in any court of competent jurisdiction.

Assignment

34. The Buyer may not assign or transfer the Agreement or any rights granted within without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void.

35. The Agreement will inure to the benefit and be binding upon the Seller and the Buyer and their respective successors and assigns.

Agreement of Parties

36. This Agreement constitutes the entire agreement between the Seller and the Buyer with respect to the subject matter hereof and there are no further items or provisions, either oral or otherwise.

37. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

General Provisions

38. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

39. Except where otherwise stated in this Agreement, all term employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Wyoming on the date of execution of this Agreement (the purchase was made).

The Parties have executed this Digital Assets License on the day of the purchase.

Audiodrome LLC
30 N Gould St Ste N,
Sheridan, WY 82801, USA
<https://audiodrome.net>

SAMPLE