

CINESAMPLES END USER LICENSE AGREEMENT

1. Please read this software license agreement ("License") carefully before using this Cinesamples software library ("Library"). By using the Library, you are agreeing to be bound by the terms of this License. If you do not agree to the terms of this license, do not use the Library. If you do not agree to the terms of this License, you may return the Library to the place where you obtained it for a refund. If the Library was accessed electronically, click "Disagree/Decline".
2. This Library may be used to reproduce materials. It is licensed to you only for reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. Un-owned and pre-recorded phrases and loops may not be used solely by themselves in a musical composition and passed off as original content owned by the user. Such material must be used as part of a musical composition that contains original content by the user and at least one other musical element must be added to the phrase or loop. Single sample sounds or hits may not be used in a sound design concept solely by itself. If you are uncertain about your right to copy any material you should contact your legal advisor.
3. The Library and any third party software, content, and documentation accompanying this License, whether on disk, in the cloud (software, platforms and infrastructure accessed remotely through the internet), in read-only memory, on any other media or in any other form, are licensed, not sold, to you by Cinesamples, LLC ("Cinesamples") for use only under the terms of this License, and Cinesamples reserves all rights not expressly granted to you. You own the media on which the Library is recorded but Cinesamples and/or Cinesamples' licensors retain ownership of the Library itself. The terms of this License shall govern any software upgrades provided by Cinesamples that replace and/or supplement the original Library, unless such upgrade is accompanied by a separate license in which case the terms of that license shall govern.
4. Cinesamples warrants and represents that it or its licensors own all intellectual property rights in the Library. Title to and intellectual property rights in any content displayed or accessed through the Library belongs to the respective content owner. This may or may not be you, depending upon the source of the content. Non-original content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such third party or protected content, and Cinesamples makes no warranties or representations regarding such use.
5. You are entitled to install and use the Library on up to two computers or samplers provided you are the sole owner of these devices. This License does not allow the Library to exist on more than two computers at a time, and you may not make the Library available over a network where it could be used, downloaded, or installed by multiple computers at the same time, with the exception of a network slave-host configuration such as Vienna Ensemble Pro or similar, provided that the Library location still only exists on two machines simultaneously and it is still used only by the original licensed user. The Library may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. You may make one copy of the Library in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original.
6. Upon purchase of the Library, you will be provided with a personal customer service order number and, depending on the library, a unique serial code ("Key") that is unique to you. The Key will be used to activate your installation application. If you purchased the Library in boxed form, you will be sent your Key via email from Cinesamples shortly after submitting your identification number to our authorization email account. The Key will be embedded into all files used by the Library. It is important to keep your Key and your copy of the Library secure at all times, as all content generated by the Library will be directly traceable to you.

7. You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Library or any services provided by the Library, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of Cinesamples and its licensors of the Library. If you breach this you may be subject to prosecution and damages.
8. You may not transfer, rent, lease, lend, sell, or sublicense the Library. You may not repackage, resell, or redistribute any of the content of the Library in any form. The Library may not be distributed by any method or device other than Cinesamples or an authorized Cinesamples dealer. All components of the Library are provided as a bundle and may not be separated from the bundle or distributed as standalone applications.
9. You agree that Cinesamples and its subsidiaries may collect and use technical and related information, including but not limited to technical information about your computer, system, and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Library, and to verify compliance with the terms of this License. Cinesamples may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.
10. This License is effective until terminated. Your rights under this License will automatically terminate without notice from Cinesamples if you fail to comply with any terms of this License. Upon the termination of this License, you shall cease all use of the Library and delete all data on all machines or devices and destroy all copies, full or partial, of the Library.
11. In the case of physical box purchase, with the exclusion of any purchase backup option, Cinesamples warrants the media on which the Library is recorded and delivered by Cinesamples to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this paragraph shall be, at Cinesamples' option, a refund of the purchase price of the Library or replacement of the Library which is returned to Cinesamples or a Cinesamples authorized representative with a copy of the receipt. This limited warranty and any implied warranties on the media including, but not limited to, the implied warranties of merchantability, of satisfactory quality, and of fitness for a particular purpose, are limited in duration to ninety (90) days from the date of original retail purchase. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The limited warranty set forth herein is the only warranty made to you and is provided in lieu of any other warranties (if any) created by any documentation or packaging. This limited warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.
12. For purchasers in Non-European Union Member States, by removing the outside seal of any packaging that may come with the Library, you acknowledge and agree that the Library may not be returned to Cinesamples or a Cinesamples authorized representative, subject to the limited warranty on media set forth above. For purchasers in European Union Member States who elect to electronically download the Library and do not elect a physical box purchase, you acknowledge and agree that the sale is final and may not be returned or cancelled upon the initiation of actual downloading. For purchasers in European Member States who elect a physical box purchase, you acknowledge and agree that the sale is final and may not be returned or cancelled upon the sooner of either: (1) the installation of the Library onto your electronic device, or (2) 14 calendar days from your receipt of the physical box.

13. You expressly acknowledge and agree that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. Except for the limited warranty on media set forth above and to the maximum extent permitted by applicable law, the Library is provided "as is" with all faults and without warranty of any kind, and Cinesamples and Cinesamples' licensors hereby disclaim all warranties and conditions with respect to the Library, either express, implied, or statutory, including but not limited to the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment. Cinesamples does not warrant against misuse of the Library in regards to infringement of or interference with third party rights. Cinesamples does not warrant against interference with your enjoyment of the Library, that the functions contained in the Library will meet your requirements, that the operation of the Library will be uninterrupted or error-free, or that defects in the Library will be corrected. You further acknowledge that the Library is not intended or suitable for use in situations or environments where the failure of, or errors or inaccuracies in the content, data or information provided by, the Library could lead to death, personal injury, or severe physical or environmental damage. No oral or written information or advice given by Cinesamples or a Cinesamples authorized representative shall create a warranty. Should the Library prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.
14. You acknowledge that Cinesamples makes no representations or warranties with regard to any web sites or information displayed or accessed through the Library. Certain services may include materials from third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that Cinesamples is not in any way responsible for any such use by you. Cinesamples, its officers, affiliates, and subsidiaries shall not, directly or indirectly, be liable, in any way, to you or any other person for the content you use, receive, or view using the Library, or for any inaccuracies, errors in or omissions from the content.
15. To the extent not prohibited by law, in no event shall Cinesamples be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Library, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if Cinesamples has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall Cinesamples' total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
16. Any international trade taxes are automatically added to your purchase cost by the retail system. You may not use or otherwise export or re-export the Library except as authorized by United States law and the laws of the jurisdiction in which the Library was obtained. In particular, but without limitation, the Library may not be exported or re-exported (a) into any US-embargoed countries or (b) to anyone in the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. By using the Library, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Library for any purposes prohibited by US law.
17. This License will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely in California between California residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

18. This License constitutes the entire agreement between the parties with respect to the use of the Library licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment or modification of this License will be binding unless in writing and signed by Cinesamples. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.