

SWITCH TO STEREOBOT FOR MUSIC



soundsnapSOUNDS

HELP/FAQ

PRICING

SFXHD

LOGIN/REGISTER

SOUNDSNAP LICENCE

YOU ARE FREE:

- To remix or transform the sounds in any way
- To copy and transmit the sounds- but not resell them as they are originally downloaded from Soundsnap
- To use the sounds in any music, film, video game, website etc. whether commercial or not, without paying additional royalties or other fees beyond the initial membership cost

YOU CANNOT:

- Resell or distribute the sounds 'as they are'. For example, you cannot download and sell them as part of a CD library

SOUNDSNAP LICENSE- FULL LEGAL DOCUMENT

This licence is the basis under which all Works that appear in the SoundSnap website are distributed and used. The SoundSnap Licence is largely based on the Creative Commons Public Licence and the Terms of Service Agreement displayed on the website.

By uploading a Work or by exercising any rights to the Work provided here, you accept and agree to be bound by the terms of this Licence. Any use of the Work other than as authorized under this Licence or Copyright Law is prohibited.

The Licencor grants the Licencee ("You") a worldwide, royalty-free, non-exclusive, perpetual licence to exercise the rights that are contained herein in consideration of your acceptance of the following terms and conditions.

You (the Licencee) are strongly encouraged by SoundSnap to attribute the creators of the Works that you use in your projects or the SoundSnap community where possible, but this remains entirely up to your discretion.

1. DEFINITIONS

- "Collective Work" means a work, such as an audio compilation or anthology, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in and of themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this Licence.

- b. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a remix, musical arrangement, dramatization, sound recording, art reproduction, synchronization with moving image, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this Licence.
- c. "Licencor" means the individual or entity that offers the Work under the terms of this Licence and in particular, SoundSnap or the Original Author who has granted permission to use the Work.
- d. "Original Author" means the individual or entity who created the Work.
- e. "Work" means the copyrightable work of authorship offered under the terms of this Licence.
- f. "You" means an individual or entity exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Work, or who has received express permission from the Licencor to exercise rights under this Licence despite a previous violation.

2. FAIR USE RIGHTS.

Nothing in this licence is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

3. LICENCE GRANT.

Subject to the terms and conditions of this Licence, Licencor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) licence to exercise the rights in the Work as stated below:

- a. To remix or transform the sounds into a Derivative Work;
- b. To copy and transmit the sounds;
- c. To use the sounds in any music, film, video game, website or similar medium whether commercial or not.

The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licencor are hereby reserved.

4. RESTRICTIONS

The licence granted in Section 3 above is expressly made subject to and limited by the following restrictions:

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this Licence. You may not offer or impose any terms on the Work that alter or restrict the terms of this Licence or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this Licence Agreement.

In no circumstances whatsoever, may you copy all or a significant part of the Works in the SoundSnap website with the purpose of redistributing them.

5. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

Unless otherwise mutually agreed to by the parties in writing, Licencor offers the Work as is and makes no representations or warranties of any kind concerning the Work, express, implied, statutory or otherwise, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, noninfringement, or the absence of latent or other defects, accuracy, or the presence of absence of errors, whether or not discoverable.

6. LIMITATION ON LIABILITY

Except to the extent required by applicable Law, in no event will the Licencor be liable to you on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of this Licence or the use of the Work, even if the Licencor has been advised of the possibility of such damages.

7. TERMINATION

This Licence and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this Licence. Individuals or entities who have received Derivative Works from You under this Licence, however, will not have their licences terminated provided such individuals or entities remain in full compliance with those licences. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this Licence.

Subject to the above terms and conditions, the licence granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licencor reserves the right to release the Work under different licence terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this Licence (or any other licence that has been, or is required to be, granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

8. MISCELLANEOUS

If any provision of this Licence is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Licence, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

No term or provision of this Licence shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This Licence and the Terms of Service Agreement which incorporates it constitutes the entire agreement between the parties with respect to the Work licenced here. There are no understandings, agreements or representations with respect to the Work not specified therein. Licencor shall not be bound by any additional provisions that may appear in any communication from You. This Licence may not be modified without the mutual written agreement of the Licencor and You.