

BADSOUND END USER LICENSE AGREEMENT (EULA)

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This End User License Agreement ("Agreement") is a legal agreement between you ("Licensee") and badsound e.U. ("Licensor") governing the use of sound recordings, audio files, and related materials provided by badsound.

By purchasing, downloading, installing, copying, or otherwise using the audio content, you agree to be bound by the terms of this Agreement.

If you do not agree with these terms, do not use the content.

1. DEFINITIONS

"Content" refers to all sound recordings, audio files, sound effects, source recordings, and related documentation provided by badsound.

"Production" refers to any creative work including but not limited to film, television, video games, music, podcasts, advertisements, mobile applications, VR/AR experiences, broadcasts, or other multimedia projects.

2. LICENSE GRANT

badsound grants the Licensee a perpetual, non-exclusive, non-transferable, royalty-free license to use the Content as part of a Production.

The license allows the Licensee to:

- Use the Content in commercial and non-commercial Productions
- Synchronize the Content with visual media
- Edit, modify, process, and combine the Content within Productions
- Distribute Productions containing the Content worldwide and in any media format

No additional royalties are required for the use of the Content within Productions.

The Content is licensed, not sold.

3. PERMITTED USES

The Licensee may use the Content in Productions including but not limited to:

- Films
- Television productions
- Video games
- Mobile applications
- Music productions
- Podcasts

- Advertising
- YouTube and online media
- Broadcast media
- Live performances
- Multimedia installations

The Content may be modified, layered, processed, and incorporated into Productions.

4. RESTRICTIONS

The Licensee may NOT:

- Resell, sublicense, share, lend, distribute, or transfer the Content as standalone files
- Include the Content in any competing sound library or sample pack
- Distribute the Content as isolated audio files
- Upload the Content to file-sharing platforms, public servers, or torrent sites
- Allow third parties to access the original Content files
- Use the Content to create sound libraries, sample collections, presets, or sound packs
- Use the Content in sound generators or audio databases where users can extract the sounds

The Content must always be part of a larger Production.

5. ARTIFICIAL INTELLIGENCE RESTRICTIONS

The Content may NOT be used for:

- Training artificial intelligence systems
- Training machine learning models
- Dataset generation for AI systems
- Audio model training or neural network training

This includes both commercial and non-commercial AI development.

6. SINGLE USER LICENSE

This license is granted to a single user.

The Licensee may install the Content on up to two (2) personal computers or workstations used by the Licensee.

The Content may not be shared with other individuals unless an additional license has been purchased.

Companies, teams, or organizations must purchase the appropriate number of licenses for each user.

7. COPYRIGHT

All Content remains the property of badsound e.U.

The Licensee receives only the rights granted under this Agreement.

No ownership of the Content is transferred.

8. ATTRIBUTION

Attribution to badsound is not required but is appreciated.

9. LIMITATION OF LIABILITY

The Content is provided "as is" without warranty of any kind.

badsound e.U. shall not be liable for any damages including but not limited to loss of business profits, business interruption, or loss of information arising from the use or inability to use the Content.

10. TERMINATION

This Agreement is effective until terminated.

If the Licensee breaches any part of this Agreement, the license will terminate automatically.

Upon termination, the Licensee must cease using the Content and delete all copies.

11. GOVERNING LAW

This Agreement shall be governed by the laws of Austria.

Any disputes arising under this Agreement shall be subject to the jurisdiction of the courts of Austria.

12. CONTACT

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