

Terms & Conditions

OVERVIEW

These are the terms of business which govern the contract between you and 7UCID Productions (hereafter “we”, “us” or “our”) for any products or services which you purchase from us, including the following (our “Products”), but not limited to all loops, samples, sounds, kits, drums, presets, etc. (“Products”)

These terms should be read in conjunction with our website terms of use, product descriptions and our privacy policy.

Please note that all Digital Content is licensed to you and not sold.

All WAV files in our kits are 100% owned by the creator. If a song you produced using these (products) gets placed with a major artist and or major label you are required to clear the usage of the loops with the creator. (See Below)

1. Upon purchase you are agreeing to these terms:

The copyright of 7UCID Productions’ products and all included sounds, samples, loops and/or audio demos, is retained by the creator, and is licensed to the purchaser (via paid download) for use in commercial and non-commercial music releases.

Only purchasers of this product/license from *prodby7ucid.com*, or authorized distributors, have the legal right to use the contents in their own “original” musical releases and/or in advertisements, soundtracks, and television or film music productions.

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Only purchasers of this product/license from prodby7ucid.com, or authorized distributors, have the legal right to use the contents in their own “original” musical releases and/or in advertisements, soundtracks, and television or film music productions.

The purchaser of this product/license may use the contents in their own commercial and noncommercial compositions/releases with no additional costs, provided their name (or band/artist name) appears in the “credits” for that release and the creator of the product/license receives a negotiated publishing royalty however if the “sound design” is used in a Major Commercial Release the creator retains rights to ownership in the composition and master recording. “Major Commercial Release” as used herein shall be a master recording released and/or distributed by a record label or company: (i) which is a parent or subsidiary of, and/or is affiliated with (i.e., shares common ownership with), one of the “major” distributors in the United States (which distributors are presently Sony, Universal and the Warner Music Group), (ii) which is a parent or subsidiary of, and/or is affiliated with, one of the so-called “indie” distributors which provide national distribution (which “indie” distributors presently include, without limitation, Caroline, InGrooves, The Orchard, RED, ADA and E1), and/or (iii) whose records are distributed by any such “major” or “indie” record label, company or distribution company.

The contents of this product may not be used (wholly or partly) in the creation of any competitive product; including but not necessarily limited to; Sample Packs, Sample CDs, Sample DVDs, Virtual Instruments, Expansion Packs, Production Music, Library Music, Subscription Services, App Contents (Mobile or otherwise), or in any other collection or service, in any format, or in any product that would involve the re-licensing of ProdByF7NTOM’s product copyrights, without our permission.

The contents of this product are not to be used “isolated” in your musical works. They must be used within the context of a musical piece mixed with additional parts.

You may not resell this collection or transfer it to a third-party, as a purchased license is a single-user license and non-transferable.

All copying, lending, duplicating, re-selling, renting, uploading, file sharing or unauthorized trading of this content (or any part of this content) is prohibited by international copyright law. 7UCID Productions and content creators will not hesitate to take legal action against any person(s), company or individual(s) who fail to adhere to the terms of this legal agreement. If you have any questions about this license or you wish to report an individual who has flouted the terms of this agreement, then please contact us.

Unless otherwise stated in the individual terms of a loop, sample, sound, tutorial, kit, drum, preset, midi, etc, 7UCID Productions shall not be deemed the owner of any such Intellectual Property. 7UCID Productions serves as a marketplace with a temporary proprietary interest in content placed for sale on its website. Content creators and sound designers are solely and fully responsible for the intellectual property rights of any loop, sample, sound, tutorial, kit, drum, preset, midi, etc that is for sale on *prodby7ucid.com*. Any claim of infringement or copying shall be initiated against the rightful content creators and sound designers as User hereby acknowledges 7UCID Productions shall not be held liable for others intellectual property.

1. This Site is intended only for the purposes specified on the Site. Use of the Site and/or the Content is entirely at your own risk. All Content is provided without any representations or warranties of any kind, either implied or express, to the fullest extent permitted by applicable law and is not intended as specific commercial or legal advice. Specifically, 7UCID Productions does not represent or warrant that the Site or the Content will be accurate, up-to-date, complete or free of defects, including without limitation viruses or other harmful elements. 7UCID Productions recommends that you activate a virus scan on downloaded files and that you keep a backup copy of your hard drive contents at all times.
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3. The Site may display or refer to links to other websites from time to time. 7UCID Productions: (i) does not endorse or take responsibility for the content of such websites, (ii) is not responsible for the availability of such websites; and (ii) will not be liable in any way for any loss or damage which you may suffer by using such websites. If you decide to access linked websites, you do so at your own risk. Any other website may link to our Site, provided it links only to the homepage, does not imply any endorsement of its products or services by 7UCID Productions, does not misrepresent its relationship with or present false information about 7UCID Productions, does not infringe any intellectual property or other right of any person and complies with all relevant laws and regulations. Please note, however, that

7UCID Productions reserves the right to withdraw such permission at any time and to take any other appropriate action.

4. You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Site in any manner. If you in any way Interfere with the Site, you agree to pay all damages incurred by 7UCID Productions. 7UCID Productions will cooperate with the authorities in prosecuting any User who Interferes with the Site or otherwise attempts to defraud 7UCID Productions or any other parties through User's use of the Site or services provided via the Site. 7UCID Productions reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. User agrees that we may block User's IP address or addresses at any time, and at our sole discretion to disallow User's continued use of the Site without giving you any advance notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.
5. If you believe that you are the owner of the copyright or other rights in any material(s) appearing on 7UCID Productions, and/or that ownership of the copyright or other rights in any material has been incorrectly used or represented on 7UCID Productions, please contact us via email or by post at the address written above.
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7. User agrees that the liability of 7UCID Productions to User under this Agreement shall be limited to the amount User has actually paid to 7UCID Productions for its services. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of 7UCID Productions.
8. User agrees to indemnify 7UCID Productions for any loss or damage that may be incurred by 7UCID Productions, including without limitation legal fees, arising from User's use of the Site or User's use of any information obtained through the Site.
9. If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.

10. This Agreement and/or any other terms of service may be changed without prior notice, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Site. User's continued use of the Site or services constitutes agreement with and acceptance of any such amendment or other changes.
11. This Site is intended only for the purposes specified on the Site, and use of the Site and/or all content contained within the Site ("Content") is entirely at your own risk. All Content is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law and is not intended as specific commercial, financial, business or legal advice.
12. All loops, samples, sounds, tutorials and other products purchased from or through 7UCID Productions ("Products") are for your own personal use only and must not be shared with or given or transferred to any third party or uploaded to any file sharing site or offered for resale or public transmission unless mixed into your own original music productions. The contract between you and 7UCID Productions for the purchase of Products is formed in each case only when we accept your payment and make such Products(s) available for you to download and/or delivery. Due to unavoidable technical limitations, you agree that the number of individual sounds within a product description and the size of the downloaded file is based upon the highest-quality ".wav" format version of the relevant Product. In every case, 7UCID Productions will provide as many files as possible regardless of the overall size of the pack.
13. All Products (including audio packs, sample packs, sound libraries, samples libraries and other sound suites) are sold subject to the terms of the license for use granted by us ("User License"). The User License grants you the right to use and integrate the purchased loops and/or samples within your original mixed music productions. You agree and acknowledge that 7UCID Productions and/or the original content creator has a proprietary interest in all sound recordings on or within the Site and that any use by you that frustrates the purpose of this Agreement or circumvents the revenue model of 7UCID Productions (including without limitation selling, renting, or otherwise using or distributing un-integrated Content) would likely cause irreparable loss to 7UCID Productions in a way that could not be adequately compensated by damages.
14. You may pay for any purchased items using any of our approved debit or credit cards or one of our approved e-money providers. All prices are stated in GBP and are valid until altered by 7UCID Productions by posting new or varied prices on the Site. You agree and acknowledge that currency rates change daily and that any exchange rate quoted on the Site is merely a

representation of a recent currency rate and that you will be charged according to the actual rate at the applicable time.

15. 7UCID Productions cannot be held responsible for damage to any equipment, hardware or software arising from the use of any sounds or any type of data files downloaded from the 7UCID Productions web site. 7UCID Productions Limited cannot be held responsible for any such injury or damage resulting from sounds downloaded from the 7UCID Productions website.
16. Your use of the Site and/or its content creates no partnership, client, fiduciary or other professional relationship.
17. Refund Policy. As our products are downloadable, we are unable to provide customers with refunds unless there is a proven fault with the product. Please make sure when you are making a purchase that it is what you want, as mistakes cannot be seen as a reason for refunds.
18. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.