# **ZapSplat Standard License**

Last updated: 7 March 2024

#### Important – please read.

You MUST agree to the terms below before using our website and downloading and using our free sound effects. We have tried to make our license as easy to understand as possible and we really want you to get the best use from our free sound effects and music. If in any doubt about how you intend to use our sounds with regards to this license, please contact us.

This License grants a single user the right to download and use our sound effects and music.

## **Attribution Required (Basic Account)**

Attribution Required: You must credit us when you use one or more of our sounds or music tracks in your work. Credits can be made in any reasonable manner, providing you label "ZapSplat" as the resource the sound(s) was obtained from.

Linking (optional): We always appreciate a link back in your credit if you wish. Linking to the category page the sound(s) was obtained from, or to an individual sound on our website is preferred.

#### Can't or don't want to credit us?

If you can't or don't want to credit us when using our sounds or music, you can upgrade your account. Upgrading removes the Attribution requirement plus additional benefits:

#### **Gold Members**

Upgraded Gold members with an active upgraded account are not required to provide attribution when using our sound effects or music. Sounds and music downloaded with an upgraded Gold account retain attribution free use for life in an unlimited amount of projects.

## What you can use our free sound effects and music for:

You can use our sound effects and music in any non-commercial, commercial and broadcast production, including but not limited to:

- 1. Film, television and radio programmes.
- 2. Commercials.
- 3. Podcasts.
- 4. Games and apps.
- 5. Software.
- 6. YouTube videos.
- 7. Live streaming such as Twitch.
- 8. Blogs and websites.
- 9. School projects.
- 10. Presentations, conferences, exhibitions etc.
- 11. Art installations and NFT.
- 12. Audiobooks.
- 13. Theatrical performances and live shows.
- 14. Musical compositions and performances.

Sound effects and music must be embedded or synchronised with your production and not be the primary value of your project (in a sound effect app for example). You are allowed to edit the sound effects and music to fit your project. You can mix our sound effects with other sounds to form new sounds. You must not redistribute our sound effects and music outside of your production (see below for more details). If your intended use for our sounds or music isn't listed above and you are unsure, please contact us.

# What you can not use our free sound or music effects for:

You may not use our sound effects for the following purposes under any circumstance:

- 1. Our sound effects and music must not be shared with any person.
- 2. Our sound effects and music must not be distributed in any form including on other websites, on social networks, file sharing platforms, CD, DVD or any other ROM.
- 3. Our sound effects and music can not be loaned, rented, sub-licensed or sold to any third party.
- 4. Our sound effects can not be edited to form new sound effects for sale or distribution outside of your project.
- 5. Please do not share or share links to download our sounds and music to YouTube or any other video or audio network where the primary value is to share our sounds or music outside of a production.
- 6. Relaxation videos where our sounds and music are the primary value of the work.
- 7. You can not remix our music including adding new instrumentation to form a new music composition.
- 8. You may not use our sound effects or music files in a physical product such as a toy without a seperate Agreement. Please contact us.
- 9. Using our sound effects or music tracks to train Artificial Intelligence (AI) or any deep learning model is prohibited.

## Accessing our sounds and music

You may access and download our sound effects and music files only from within your ZapSplat account. You may not allow any third party access to your account to access and download our sound and music files. You may not use any scripts, bots or any form of automated process to access our sound effects or music files.

#### Copyright

Our sound effects and music are licensed to you, not sold on a non-exclusive basis in accordance with the terms of this agreement. No intellectual property rights are transferred to you. Therefore our sound effects and music can be used royalty free in your projects, but we or our contributors retain all copyrights.

## Infringements of Copyright

We use Onsist Online Protection Solutions to protect the copyright of our sound effects and music from copyright infringement.

#### Indemnification

The Licensee agrees to indemnify ZapSplat.com from any claims, law-suits, damages and any liabilities including reasonable expenses and legal fees incurred relating to any matter that may arise if this licence agreement is breached.

#### **Disclaimer of Warranties**

Zapsplat.com provides the sound effects and music files on this website on an as-is basis and provides no warranties or conditions of any kind. While we have taken absolute care and precautions to ensure the sound effects we provide are error free, we will not be liable for any loss or damage to your systems as a result of downloading and using our sound effects.

## **Limitation of Liability**

The Licensee agrees that Zapsplat.com holds no liability with regards to any claims made in relation to this agreement.

# **Contact:**

ZapSplat Pty Ltd

Eugenia Road, Forest Glen, 4556, Australia.

Email: support@zapsplat.com

ABN: 62 662 583 306