

# Zero-G USER LICENSE and FAQs



Thank you for purchasing and downloading this Zero-G product.

Please note that when you purchase and download a Zero-G Sample CD or Download Pack, you do not become the owner of the sounds. In fact you have purchased a license to use the sounds within your musical compositions, and you can release such musical compositions commercially. Please see our full License Agreement below for further details.

You may use these sounds in combination with other sounds within your musical compositions, and release such compositions commercially without payment of any further fees or royalties for such usage. For example, if you are the original purchaser of a Zero-G Sample CD or Download Pack and you use sounds from it to create the soundtrack of a television commercial or the theme tune for a popular TV show, and your composition is broadcast hundreds of times, you would keep all the royalties that you earn from this, because you already purchased a license to use the sounds commercially.

However, you cannot use these sounds to make another sample CD, or "library music" sound file album, or multimedia sound library CD-ROM or use any of the sounds as any type of download, or make any other similar type of product from any of these sounds that effectively competes against Zero-G; and you may not share these sounds with others. For further clarification, see our FAQs and the full license below.

## **FREQUENTLY ASKED QUESTIONS ABOUT USING ZERO-G SAMPLE LIBRARIES**

*Do I have to pay additional licensing fees if my use of these samples ends up on a hit record or other high-profile projects?*

NO, your original purchase of the Zero-G sample library is your only license fee. We hope you do get to use our sounds on a hit!

*Do I have to credit this sample library title if I use any of it on a recording?*

NO, but it would be appreciated!!

*Can my writing partner, colleagues or friends use these samples once I've bought the sample library?*

NO, each person who uses the sounds must purchase their own copy (which licenses them to use the sounds). Anyone other than the original purchaser of the disc, who uses the sounds is doing it illegally - risking legal action against both them and their clients!

*Are these samples legally safe to use?*

YES, we guarantee that Zero-G libraries are 100% copyright clean and that you can use them safely in your music.

*Can I offer these sounds to clients as part of my recording studio or rental company services?*

NO, sorry, but each person who uses the sounds (the creative person) has to be a licensed user. This situation could cause tremendous legal problems for studio or rental clients.

*Can I use these samples to make "Music Libraries"?*

YES, unlike some Soundware companies, this is fully allowed with Zero-G products. The samples have to be used within a musical context, however, and cannot be presented isolated or "solo'ed". So, for the purposes of creating so called 'library music' clips or 'production music' clips intended for commercial exploitation, the Zero-G sound samples may be used 'in combination' within musical compositions. For such usage, any rhythm loop samples (which Zero-G regards as being

musical clips in themselves) must also be combined with other types of samples or sounds to effectively form a new composition, rather than simply being looped.

*Is it OK to loan the sample library to a friend to check it out as long as I bought it?*

NO, please don't let your copy out of your possession. Instead, show them the sounds in person.

*Can I post my favourite Zero-G sounds to people or sites on the Internet?*

NO, but you're welcome to comment on them! All forms of user copying and distribution are prohibited.

*Is it OK to sell the sample library 'used' to someone else if I'm finished with the project that I needed it for?*

NO, this is VERY IMPORTANT. Unlike your musical gear or even software, you can't give away or sell the sample library 'second hand' to someone else - YOU DIDN'T PURCHASE THE SAMPLE LIBRARY ITSELF, YOU PURCHASED A LICENSE TO USE OUR SOUND RECORDINGS IN YOUR MUSIC. The sample library download (the file(s) you downloaded when you purchased a particular Zero-G downloadable sample library) is merely the container of the sounds we licensed to you. The license you bought is not transferable to another person.

*When there is a demo song accompanying the sample library, can I use it?*

NO, these are the only samples included with the products that you cannot use, since they're for demonstration purposes only.

*As a freelance sound designer, can I put custom compilation discs together which include Zero-G sounds for my composer clients?*

NO, not unless they already own the original Zero-G products. Remember that each person who uses the sounds MUST have a license to use them. Otherwise, they can get in serious legal trouble.

*Is there any limit to how often or how long I can use these samples in my music?*

NO, you're free to use them in as many musical recordings as you want. We hope that you find them inspiring and useful for many years to come!

*Why is all this so important?*

Basically, if you respect our work by purchasing the sounds, we'll be able to make more exciting products. You may also be asked some of these same questions by people who are contracting your services and this information can protect you and your clients from potential misuse of Zero-G sounds. You can avoid legal hassles if you use this product properly.

If you are still in doubt over any particular kind of usage, please contact Zero-G by email at: [info@zero-g.co.uk](mailto:info@zero-g.co.uk)

## **ZERO-G SAMPLE LIBRARY DOWNLOADS: END USER LICENSE AGREEMENT**

BY USING THE ZERO-G SAMPLE LIBRARY, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

1. **Use of Sounds.** All sounds included in this sample library ("Sounds") are licensed, not sold, to You by Zero-G Limited. Zero-G Limited is either the owner or licensee of the Sounds. The payment You make to download the Sounds gives You the perpetual, non-exclusive right to incorporate these Sounds in any audiovisual production ("Production"), such as a film, television show, advertisement, website, videogame, or other media production, without paying any additional royalties, license fees, or any other fees to Zero-G Limited or third parties. You may not distribute, sell, rent, lease, sublicense, assign, or otherwise transfer any of the

Sounds except as incorporated in a Production. You may not distribute the Sounds independently of a Production, or with any directions or instructions as to how the Sounds may be extracted from a Production, or with any invitation, suggestion or authorization that the Sounds may be extracted from a Production. You may not alter or delete any "watermark" or other ordinarily imperceptible identifier embedded within the Sounds.

You may not distribute the Sounds, either in native format or reformatted, filtered, re-synthesized or otherwise edited, for use as sounds, multi-sounds, samples, multi-samples, programs or patches in a sampler, sample playback unit, website, compact disc, DVD or computer. The Sounds cannot be used as source playback from ROM or chip sets or embedded in any chip set.

You will exercise due diligence and maintain strict safeguards on all Sounds included in the Zero-G sample library downloaded and received by You, to prevent unauthorized use or distribution thereof. If You become aware of any unauthorized use or distribution of the Sounds, You shall immediately notify Zero-G Limited via email at [info@zero-g.co.uk](mailto:info@zero-g.co.uk) or via the contact page provided at the Zero-G website (<http://www.zero-g.co.uk>).

**2. Indemnification.** You will indemnify, save, hold harmless and defend Zero-G Limited from and against any and all claims, demands, suits, damages, liabilities and all reasonable expenses, including attorneys' fees, against or suffered by Zero-G Limited with respect to any matter that arises as a result of a breach of this Agreement by You.

**3. Injunctive Relief.** You acknowledge that Zero-G Limited has a proprietary interest in the Sounds and that any use by You that intends to frustrate the purpose of this Agreement, including but not limited to selling, renting, or otherwise distributing the Sounds independently of a Production would cause irreparable injury to Zero-G Limited in way that could not be adequately compensated by damages. You agree that, in the event of such improper use, Zero-G Limited shall be entitled to an immediate injunction (to the fullest extent permissible by law).

**4. Disclaimer of Warranties.** Zero-G Limited expressly disclaims all warranties of conditions of any kind, express or implied, including without limitation, the implied warranty of title, non-infringement, merchantability and fitness for a particular purpose.

**5. Limitation of Liability.** You agree that Zero-G Limited's cumulative liability with respect to any claims made in relation to or arising out of this agreement on any theory or basis will not exceed the license fee paid by You for the Sounds.

**6. Choice of Laws; Jurisdiction.** This License Agreement will be governed by and construed in accordance with the laws of England.

**7. Entire Agreement.** This License Agreement constitutes the entire agreement between Zero-G Limited and You with respect to the Sounds.

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**For info on hundreds more Zero-G titles, visit the Zero-G website - [www.zero-g.co.uk](http://www.zero-g.co.uk)**

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