

UNBOUND SOUND™ — Terms & Conditions

Terms and Conditions of Use For Unbound Sound™ Services, Website and Content

Last updated: July 30, 2024

This Terms and Conditions of Use for Unbound Sound™ Services, Website and Content (these “Terms”) is a legally binding agreement between you and Unbound Sound, LLC (“**Unbound Sound**”, “**we**” or “**us**”) regarding your use of the Unbound Sound website at unboundsound.com (the “Website” or this “Site”), the services operated by Unbound Sound, including, without limitation, any applications (apps), plugins, executables, or other software provided to you by Unbound Sound (collectively, the “**Service(s)**”) and your use of Unbound Sound’s digital music and sound effects available via the Website and through our Services (collectively, “Content”). These Terms also apply to any software applications or access to any other content or material made available by Unbound Sound on this Site. In addition, **please review our Privacy Policy which also governs your use of the Website, Content, and Services.**

Unbound Sound reserves the right, at its full discretion, to modify these Terms at any time. Such modification enters into force when published or communicated to you in any other appropriate manner. Your continued use of the Website or Service after such modification is valid as consent thereto. Do check the Website regularly to verify whether these Terms or other document referred to herein have been modified. See “Changes to these Terms” below. If you do not agree to abide by these Terms (or cannot comply with then) you may not use the Service, the Website or access any Content.

If you do not have a Unbound Sound account, you will need to establish an account with Unbound Sound to subscribe to a Subscription Plan (a “Subscription Plan” or a “Plan”), to access and license the Content and/or use the Services. All use of Content and Services is conditioned upon payment of the appropriate fee (the “Fee(s)”) for the Plan you select and the Content that you use (and if you do not pay the appropriate Fee, you may not use the Content included with the Fee).

Your Subscription Plan will automatically renew for the same length of time as the original term of your Plan unless you elect to cancel your Subscription Plan prior to the last day of the subscription term. You can cancel by logging into your account and navigating to the billing section of your profile; provided, however, that you will remain responsible for paying all Fees under your Plan until the expiration of your Plan.

BY USING THIS SITE OR ANY CONTENT OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DON’T AGREE TO BE BOUND BY THE THESE TERMS, YOU MUST LEAVE THIS SITE NOW.

OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS, IN THE EVENT YOU ARE NOT SATISFIED WITH THE WEBSITE (INCLUDING THESE TERMS), ANY SERVICES OR ANY CONTENT, YOU SHOULD CEASE USING THE SITE AND/OR THE CONTENT OR SERVICES.

This Site may not be used by persons younger than 18 years of age. For those of you who are under the age of 18, you can only use the Website, Content or Services with the consent and

supervision of your parent or legal guardian. By accessing and/or using the Website, Content or Services, you represent and warrant: (i) that you are at least 18 years of age or (ii) that you are a parent or guardian, agree to these Terms and the PRIVACY POLICY and authorize your child who is under the age of 18 to use the Website, Content or Services, subject, in each case, to your responsibility for their conduct. If you are under 18 years of age, or otherwise unable to enter into a binding agreement with Unbound Sound as provided herein, please contact info@unboundsound.com.

Notwithstanding anything to the contrary contained in these Terms, you will not be eligible to subscribe to a Plan and you will not be permitted to license Content as provided herein on behalf of any brand or client with annual revenues of or in excess of Two Hundred Million Dollars (\$200,000,000).

I. The Website

1. Accessing the Website

Unbound Sound grants to you, subject to your compliance with these Terms, a limited, non-exclusive, non-transferable license to access and make personal and non-commercial use of the Website. This license excludes (a) any collection and use of any product listings, descriptions, or prices or any downloading, copying, or other use of account information or (b) any resale or commercial use of any components of the Website. You may not use any data mining, robots, or similar data gathering and extraction tools. Without the express written consent of Unbound Sound, neither the Website nor any part thereof may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose. Unbound Sound or, as applicable, its licensors, suppliers, publishers, rights holders or other content providers reserve and retain all rights to all Content, and any use thereof that is not specifically licensed under a written agreement executed by Unbound Sound is strictly prohibited. Without Unbound Sound's express written consent, you shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Unbound Sound. Further, you are prohibited from using any meta tags or any other "hidden text" utilizing Unbound Sound's name or trademarks without our express written consent. Misuse of the Website is strictly prohibited, and, as a condition of your use of the Website, you represent and warrant that you will not use the Website for any illegal purpose or in any manner prohibited by these Terms. You assume all responsibility and risk for the use of this Website, the Services and the Internet generally. You agree that you will be solely responsible and liable for all acts or omissions that occur as a result of your use of the Website or while you access the Website, and that you will not violate any laws or regulations applicable to you and your use of the Website, Services or Content. All licenses granted to you by Unbound Sound shall terminate in the event you violate these Terms.

THIS WEBSITE AND EACH OF THE SERVICES IS PROVIDED BY UNBOUND SOUND ON AN "AS IS" BASIS AND UNBOUND SOUND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW.

We expressly disclaim all warranties, express or implied, including, without limitation, implied warranties of fitness for a particular purpose and merchantability, accuracy, quality, non-infringement of intellectual property rights or other proprietary rights, warranties arising from a course of dealing, usage, or trade practice, and freedom from data breaches, errors, viruses, bugs, or other harmful components.

2. Third Party Applications

The Services are integrated with third party applications, websites, and services (“Third Party Applications”) to enable the Services to be used by you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of any Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that we do not endorse and we shall not be responsible for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any Third Party Application.

3. User Generated Content (“UGC”)

In the event that Unbound Sound provides for, or otherwise permits, users to submit UGC to the Site or to Unbound Sound’s social media platforms, you will retain your ownership interest in all UGC or files provided by you to Unbound Sound via social media postings, forums, uploads, postings, and/or by email, mobile apps, text messaging, mail, or otherwise, including any text, photos, artwork, videos, audio clips, comments, questions, suggestions, thoughts, or the like (collectively, the “Material”), and in any ideas, concepts, knowledge, or techniques (“Information”) contained in the Material. You hereby grant Unbound Sound and its agents, affiliates, successors and assigns, a universal, non-exclusive, irrevocable, fully-paid and royalty-free, sub-licensable and transferable license in perpetuity to use and/or edit all submitted Material (including, without limitation, your name or pka name, likeness, image, photograph, video or film portrayals and/or logo) in any manner and for any purposes on the Site, on Unbound Sound’s social media platforms and on any other social media platforms (including, without limitation, Instagram, TikTok, YouTube, X/Twitter and the like). All such Material and Information is, and will be treated as, non-confidential and non-proprietary. Unbound Sound retains the right to edit all submitted Material in any manner and for any purpose, but is under no obligation to do so. Unbound Sound may not be able to review all Material submitted and nothing herein requires Unbound Sound to use, review or distribute Material provided by a user. You represent and warrant that prior to submission, you own the Material and Information submitted by you, or that you otherwise have the right to grant use thereof as set forth in this section, and that the posting of said Material and/or Information on the Site does not violate the privacy rights, publicity rights, copyright or other intellectual property rights, contract rights or any other rights of any person or entity. Unbound Sound reserves the right to use the Material and Information for any purpose, including, without limitation, posting, reposting, resharing, reproduction, highlighting, disclosure, distribution, transmission, publication, marketing, advertising and broadcast. Nothing herein requires Unbound Sound to use, review or distribute the aforementioned Material and Information provided by a user. Unbound Sound reserves the right to use any ideas, concepts, knowledge, or techniques contained in the Material or Information that users provide, for any purpose, including, without limitation, developing, manufacturing and marketing products or services using such information, and the user understands there shall be no consideration, royalties or other compensation from Unbound Sound, its agents, affiliates or assigns for use of said Material or Information. Further, by providing Material and/or Information to the Site, each user and each user’s respective heirs,

beneficiaries, estate, agents and representatives hereby indemnify and forever discharge and release, and hold Unbound Sound, together with its parent, subsidiaries, partners, affiliates, successors and assigns, and the respective members, managers, officers, employees, attorneys, accountants, agents and representatives of each of the foregoing (collectively, the “Released Parties”), harmless from any action and/or liability, in any form or manner, arising from use and/or exploitation of the Material and/or Information, and any infringement of any third party’s rights, inclusive of attorneys’ fees and costs, in connection to the Material and/or Information.

You are solely responsible for any comments, content, or posts you leave on the Site. Any and all UGC must comply with all applicable federal, local and international laws and regulations. By posting information on the Website, or by otherwise using or communicating through any service available on the Website, you agree that you will not post comments, content, messages, links, code or other information that:

- In any manner violates any applicable federal, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our PRIVACY POLICY.
- Includes or contains any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, ethnicity, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable.
- Involves bullying, stalking, attempting to exploit any individual or harm minors in any way by exposing them to inappropriate content or otherwise nor ask for personal information.
- Involves, provides or contributes any false, inaccurate or misleading information.
- Includes sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with these Terms.
- Impersonates or attempt to impersonate Unbound Sound, an Unbound Sound employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- Transmits, or procures the sending of, any advertisements or promotions, commercial activities or sales, including without limitation any “spam”, “junk mail”, “chain letter”, contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.
- Includes engaging in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Unbound Sound or users of the Website or expose them to liability.
- Includes causing emotional distress or be likely to threaten, or alarm any other person.

- Promotes any illegal activity, or advocate, promote, or assist any unlawful act.
- Gives the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.
- Breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Site, or attempts to gain access to other network or server via your account on this Site.

Unbound Sound does not endorse or assume any liability for any UGC. While Unbound Sound does not pre-screen or monitor comments posted on the Website, Unbound Sound and its agents reserve the right to delete anything uploaded or submitted to the Website that Unbound Sound determines, in its sole discretion, does not comply with these Terms or that are otherwise harmful, objectionable, or inaccurate. Unbound Sound is not responsible for any failure or delay in removing such postings or other User Content.

4. Advertisements

The Website may include third party advertisements from time to time. Should you enter into correspondence with those advertisers, or participate in their promotions, any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties and any other terms and conditions concerning any of the foregoing, are strictly between you and the advertiser. Unbound Sound assumes no obligation, responsibility or liability for any of those interactions or transactions (including any such correspondence, sale or promotion).

5. Third Party Information and Content on the Website

The Site may include links to third party websites or include statements or references to information, products or services made available by unaffiliated third parties. While we endeavor to only work with reputable and trusted providers, it is possible that such sites might display material or maintain policies that some users find objectionable or offensive. You agree that Unbound Sound is not liable or responsible for the accuracy, appropriateness or legality of content displayed or hosted by third party websites, and that we are not liable or responsible for any errors or omissions in any statements or content available on those websites. The inclusion of any link or reference to a third party website, service or product on the Website is for informational purposes only and is provided simply as a convenience; it does not imply endorsement of, or any association with, such third party's website, product or service, or any warranty of any kind, either express or implied.

II. The Services

Some of the Services that we make available to users from time to time may include apps, plugins, executables or other software, including documentation related to the foregoing (collectively, "Software"). In regards to any Software, you are solely granted a limited, non-exclusive and non-transferable license to use a copy of the Software solely for your internal purposes as necessary to access and use the Content during the term of your Subscription Plan and in accordance with these Terms.

In addition, you agree that you shall not:

- engineer or reverse engineer any Software or otherwise create any software substantially identical to the Software;
- create or facilitate the creation of modifications, adaptations or derivative works of the Software, and any such modifications, adaptations or derivative works will be for the exclusive use of and ownership by Unbound Sound (and you agree that all rights in any such creations are hereby assigned to Unbound Sound);
- distribute or disclose to third parties any Software except as expressly permitted under these Terms;
- sublicense or otherwise purport to allow any third party to use the Software; or
- utilize any Software other than as permitted by these Terms.

Title to the Software and any copies or derivations thereof (whether derivation is created by Unbound Sound or you) in any form is held exclusively by Unbound Sound, and all intellectual property rights in and to the Software are retained by Unbound Sound. Nothing in these Terms constitutes a contract of sale of the Software. All rights not licensed hereunder are expressly reserved by Unbound Sound. You are prohibited from removing, defacing or destroying any copyright, patent notice, trademark, service mark, other proprietary markings or confidential legends placed on or within the Software.

You further agree and acknowledge that the Software and the attributes of the Software including, without limitation, the design, functionalities, performance characteristics and your evaluation of the Software, and any other non-public verbal or written information that may be supplied by Unbound Sound to you or obtained through your access to the Software, are confidential and the proprietary property information of Unbound Sound (“Confidential Information”). You will maintain the confidentiality of all Confidential Information in the same manner that you maintain your own confidential information (but with no less than a reasonable degree of care). You will not:

- disclose any Confidential Information to any third party without the prior written consent of Unbound Sound; or
- use any Confidential Information for any purpose other than using or accessing the Content.

The obligations set forth in this section will not apply to Confidential Information that you can document, to Unbound Sound’s satisfaction:

- is generally available to the public other than through a breach of these Terms;
- was independently developed by you without reference to Unbound Sound’s Confidential Information as shown by documents and other competent evidence in your possession; or
- was already lawfully in your possession at the time of receipt of the Confidential Information from Unbound Sound as shown by documents and other competent evidence in your possession.

The Software may be subject to export restrictions under United States export laws and regulations. You acknowledge your obligations to control access to technical data (as defined by the U.S. Department of Commerce, Office of Export Administration) under U.S. export control laws and regulations and agree to adhere to all applicable U.S. export control laws and regulations regarding any technical data received from Unbound Sound.

III. The Content

A. Content Explained; Content Ownership

When we refer to “Content”, we mean the musical compositions, sound recordings, sound effects, other musical works and any other materials that can be licensed by users on our Website under our Subscription Plans. The Content is the sole and exclusive property of Unbound Sound (or its affiliates and licensors/content suppliers) and is protected by all intellectual property and/or other proprietary rights available within the United States and international laws. The Content that you license from us is licensed under, and pursuant to, these Terms. You may not copy, reproduce, modify, republish, upload, post, transmit, resell, distribute, or exploit any Content in any form or by any means whatsoever without prior written permission from Unbound Sound, except as otherwise expressly permitted herein. Any unauthorized use of Content may result in substantial damages.

Any single user is entitled to unlimited downloads of Content from the Website. Downloading Content from the Site by any automatic means such as software, bots or any other technical mean will not be considered a reasonable use and is prohibited. Furthermore, if this activity is detected under your account, your account will immediately be suspended without notice.

To ensure there are no DMCA takedowns, content strikes, or demonetization, before you use Content in a “Project” (as defined below) (other than in connection with a Live Stream Event, unless you have a subscription plan in place with Unbound Sound to exploit the Live Stream Event on multiple platforms pursuant to Section C below) you should provide Unbound Sound when creating your account a list of channels on which you intend to use your Project (which list can be supplemented by you from time to time). In addition, when posting your Project, you must also use reasonable efforts to provide, to the extent practicable, inside the comments or description of the Project: (i) the description “Music by Unbound Sound”; (ii) the title of the music; and (iii) a link to this Site. You shall not imply, explicitly or implicitly, any connection with, sponsorship or endorsement by the original creator of the Content or Unbound Sound with you, your use of Content, or any product or service without our separate prior written permission. In certain circumstances, we may require you to incorporate copyright, trademark or other proprietary rights notices that we or the original creator or rights holder in Content requires to be incorporated into any Project that contains or uses the Content.

B. Content Plans

1. Unbound Sound provides different types of Subscription Plans for the license of music and sound effects. Subscription Plans can be purchased based upon types of Content available for licensing, the duration of the Subscription Plan and other features. A description of available Subscription Plans and pricing can be found at <https://unboundsound.co/pricing>. When you sign up for a Subscription Plan, you agree to

pay the Fee for such Subscription Plan and to the terms, conditions and limitations associated with the Plan you choose (as posted on our Website). Your license to Content is conditioned on your payment of the applicable Fee for the Subscription Plan. Your license to use Content under a Plan and/or incorporate such Content into Projects is limited to the period from the time of your subscription until the expiration or termination of such Plan, except as set forth in these Terms. You may not, following the expiration or termination of your Plan, create any new Projects or otherwise prepare any derivatives works using the Content. You agree that we have the right, in our discretion, to change the Plans, the Fees for each such Plan, and the features applicable to the Plans at any time and from time to time. Unless otherwise indicated, all prices displayed on the Website are in U.S. dollars.

2. To the extent that we offer a free Subscription Plan, we may make certain Content available to you via the Unbound Sound website and/or third-party platforms (e.g., Spotify, Apple Music) (such Content, “Live Stream Content”), which you may use pursuant to the terms and conditions hereunder under such free Subscription Plan without a paid Subscription Plan in place, solely to be used in connection with live streaming your audiovisual Project(s) over the internet to a live audience (each, a “Live Stream Event”). The Live Stream Content will be made available by way of a so-called “hyperlink” on the Unbound Sound Website, or some other access method as provided solely by Unbound Sound. The license granted to you herein in connection with Live Stream Content is non-exclusive and non-transferable, and is limited to the right to download, copy, distribute, perform (subject to paragraph 4 below), display, edit and remix the Live Stream Content solely as part of your Live Stream Event. The Live Stream Event may occur once, and not be stored and/or exhibited on any platform for any re-broadcast or video-on-demand purposes, it being understood that in the event that you desire to exhibit such Live Stream Event again (including, without limitation, for video-on-demand purposes), such usage shall require a paid Subscription Plan with Unbound Sound prior to such exhibition. Further, all uses of the Live Stream Event shall be subject to the specific grant of rights and restrictions set forth in Section C(3) below, and following the termination or expiration of your Subscription Plan, you may not perform any new Live Stream Events or otherwise prepare any derivatives works from Content or any Live Stream Event.
3. While we may make certain Content available free of charge, please note that any such free Content is licensed to you subject to these Terms and is not to be used for commercial usages.

C. Eligibility to License; Limited License to Content

YOUR SUBSCRIPTION PLAN IS A “SINGLE SEAT” LICENSE AUTHORIZING ONE NATURAL PERSON TO LICENSE, DOWNLOAD AND USE CONTENT IN ACCORDANCE WITH THESE TERMS. FURTHER, YOU SHALL NOT BE PERMITTED TO SHARE YOUR LOG-IN WITH ANY OTHER LICENSEE.

The licenses granted to you for use of any Content are limited, non-exclusive and non-transferable, and are subject to your payment of the applicable Fee and the terms and conditions herein. You may reproduce, edit, remix, distribute, perform (subject to paragraph 4 below) and display the Content solely as synchronized and combined with your own works of authorship

(the combination of Content and your own works of authorship is referred to as a “Project”) on a worldwide basis and solely for any lawful purpose in the medium of the internet, other than creative agency or commercial entity purposes (including, without limitation, advertising agency, broadcast television production, or theatrical film). Notwithstanding anything herein to the contrary you may monetize your Projects containing Content via social media accounts and online content sharing channels, such as YouTube, Facebook, Instagram, TikTok, Twitch and Twitter. The foregoing grant of rights is subject to the limitations set forth herein, including without limitation, in Section 3(d) below and otherwise in compliance with these Terms. All rights not expressly granted to you by Unbound Sound are hereby reserved and for the avoidance of doubt, the licenses and rights granted herein are solely for use of the Content on the Website or Service.

See below for important limitations on the license granted to you hereunder.

Notwithstanding anything herein to the contrary, you may not:

1. sublicense, resell, rent, lend, assign, gift or otherwise transfer or distribute to any third-party the Content or the right to use the Content separate and apart from the Project in which it is embodied;
2. manufacture, distribute, sell or otherwise exploit records, CDs, mp3s or any other audio product embodying sound alone which incorporates Content, other than an audio-only Project (excluding synchronized Content within a Project);
3. use, sell, sublicense, reproduce, distribute, display, incorporate into or otherwise make Content, in whole or in part, available as, or as part of, production library content, or downloadable files or include the Content or any derivative work incorporating the Content in any other stock product, library, or collection;
4. use the Content in connection with other material that is defamatory or fraudulent, that violates any right(s) of any third party or in connection with pornographic, unlawful or illegal images (including without limitation adult content or videos, adult entertainment venues, escort services), sounds, or content, or any depictions of illegal activity whatsoever, whether directly or in context or by juxtaposition with other materials, unless approved in writing in advance by Unbound Sound following Unbound Sound’s review of the applicable material and/or Project;
5. change the Content (other than synchronizing/incorporating Content into a Project or basic editing [e.g., shortening the length of any particular Content setting start/stop points, determining fade-in/fade-out points, and creating edits, lifts and tags, etc.]), including altering the harmonic structure or melody of the Content;
6. remove any proprietary or intellectual property markings or notices on any Content; or
7. upload or otherwise exploit any Content as a stand-alone offering, whether audio-only or audio-visual (e.g., uploading the track to any kind of distribution platform or otherwise distributing a track as a full-length (or shortened) file, on its own or as a lyrics video and/or a with a static image or blank background).

Further, certain Subscription Plans may include additional license limitations, such as limiting the use of Content to one or more particular media.

D. Performance

Notwithstanding anything to the contrary contained herein, if a Project incorporating Content, or part thereof, is distributed through a medium, channel or platform not owned by you, then you acknowledge and agree that such medium, channel or platform shall have blanket performance licensing (including any location, venue or platform broadcasting any Livestream Events) in place with all applicable performance rights organizations which may be subject to additional royalties payable by such medium according to their applicable blanket agreement.

E. Content Descriptions and Availability

Once you have identified Content for use in a Project that is available under your Subscription Plan, you are encouraged to download that Content promptly. We may add or remove Content at any time and, as such, we make no guaranty that any specific Content will be available, nor do we make any guaranty as to the amount of Content available under any Plan. You agree that Unbound Sound will not be liable to you if any Content becomes unavailable for further re-download. Some of our Content may be available only in selected territories, and we may use geofiltering technology to restrict access outside of those territories. Furthermore, you agree and acknowledge that (a) temporary interruptions of service may occur from time to time, and that these interruptions are normal events outside of our reasonable control; (b) we have no control over the third-party networks or service(s) that may be used to make Content or Services available to you; (c) the Content and Services available on this Site are provided on an “AS IS” basis and without any warranties or guarantees, and that we shall not be liable for, nor do we assume any responsibility for, the timeliness, deletion or delivery of any Content, communications, or personalization settings. Content categorizations, descriptions, captions and titles are provided for ease of use, and we shall not be responsible for any inaccuracies in respect of such information.

F. Content Restrictions

You may not (1) transfer, copy or display Content, except as permitted in these Terms; (2) sell, rent, or lease any Content; (3) distribute or broadcast any Content except as permitted in these Terms; (4) remove any proprietary notices or labels on Content; (5) attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or other protection system applied to Content or used as part of the Service; or (6) use the Service or Content for any obscene or illegal purpose.

IV. Your Account

In order to use the Service you must create a personal account and register as a user by following the instructions that are further specified in the user registration form. Your account will contain basic account information including username and password. The password you choose must be a unique and distinct password. You are responsible for your username and password and should never give out your password to anyone else. You may not select or use an identity of another person with the intent to impersonate that person or otherwise. You must use a valid e-mail address and Unbound Sound reserves the right to test and to verify this at any time. You are not allowed to have more than one account. It is prohibited to agree with third parties upon the transfer, the utilization or the provision of accounts, resources or access data.

You must notify Unbound Sound immediately of any breach of security or unauthorized use of your Unbound Sound account with respect to which you become aware.

You agree that you will be solely responsible to Unbound Sound and to third parties for all activity that occurs under your Unbound Sound account.

V. Fees and Renewals; Trials

Fees for your Content, Plan or Service will be stated at the time you sign up for a Subscription Plan and as set forth in the Website. All Fees are payable in accordance with the Plan you select. The Fees for Plans or Services may change at any time and from time to time. Fees may be subject to tax, collected by us or a third party through which you transact, and except as set forth in these Terms are non-refundable. We only accept credit cards for payment of your Fees. Please do not sign up for any Plan or Service with a debit card (also known as a “check” or “ATM” card, a debit card typically has the word “debit” printed on the face of the card). If your Plan or Service involves a recurring payment of a Fee, unless you log into your account and cancel your Plan or Service, you understand it will automatically continue and you authorize us, or a third party through which you transact (without notice to you, unless required by applicable law) to collect the then-applicable Fee and any taxes, using any credit card we have on record for you. If all credit cards we have on file for you are declined for payment of Fees, we may cancel your Plan or Service, as applicable, unless you provide us with a new credit card. If you provide us with a new credit card and are successfully charged before your Plan or Service is cancelled, your new Plan or Service period will be based on the original renewal date and not the date of the successful charge.

If you have received a discount code or free offer/a free trial period provided by Unbound Sound or from a third party acting on behalf of Unbound Sound for access to a paid Service or temporary Plan, separate additional terms and conditions for such offer may also apply to such access to the Service and you must agree to comply with such terms in order to be able to use the Service.

If you have been offered a free trial, Unbound Sound reserves the right, in its sole discretion, to determine your eligibility for a trial, and if you are determined not to be eligible, to modify the trial at any time with prior written notice. For some trials we require you to provide payment details to start the trial.

VI. Subscription Plan Cancellation

You may elect not to renew the term of your Subscription Plan by visiting your Billing page provided by Unbound Sound and adjusting your Plan or Service settings and subscription preferences. **Please note, however; (A) you may not cancel or terminate a Plan prior to the expiration of the term of such Plan; (B) you will be responsible for the payment of all Fees during the term of your Subscription Plan; (C) in the event that you elect not to renew or otherwise attempt to terminate your Subscription Plan prior to the expiration thereof, Unbound Sound shall charge your credit card on file for the remainder of any Fees in connection with your Subscription Plan.**

Notwithstanding the foregoing, in the event that you notify Unbound Sound within the first five (5) days of your initial subscription period that you wish to cancel or terminate your Subscription Plan, and provided you have not downloaded or otherwise utilized any Content, Unbound Sound may, in its sole and unfettered discretion, elect to provide you with a refund of all or a portion of any Fees. A refund will not be issued for failure to cancel your account before the billing period renews, and annual cancellations are not entitled to a prorated refund. You will not be eligible for any prorated refund of any portion of the Fees.

VII. Additional Restrictions

We reserve the right to accept, refuse or restrict your use of any Plan or Service at any time and in our sole discretion. You may not transfer or assign your Plan or Service benefits, or any Content you access. We may take actions we deem reasonably necessary to prevent fraud and abuse, including placing additional restrictions on the amount of Content that can be accessed at any one time, without liability.

VIII. Changes to These Terms

We may, in our discretion, change these Terms and all elements of them and any aspect of any Plan or Service, without notice to you. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes and the remainder of these Terms.

Please revisit these Terms prior to incorporating Content in a Project. We reserve the right to modify these Terms at any time in our sole discretion. Prior to such changes becoming effective, we will use reasonable efforts to notify you of any such change. Such notice may be made by an announcement on this page, by email to the email address on file in your Unbound Sound account, by an announcement on your login page, and/or by other means. Modifications to these Terms will only apply to prospective Subscription Plans (including any automated renewals). By subscribing to a Subscription Plan or licensing Content following any such modifications, you agree to be bound these Terms as modified.

Your continued use of the Content, Plan and/or Service after we change these Terms constitutes your acceptance of the changes. If you do not agree to any changes, you must not use the Content, Plan or Service.

IX. Termination by Unbound Sound

You agree and acknowledge that our business may change over time and, as such, we reserve the right to cancel, in whole or in part, any specific Plan or Service and change Content, in whole or in part. We also reserve the right to terminate your access to and use of the Content, Plan or Service at any time and in our discretion, without notice. If we terminate your Plan, we may give you a prorated refund based on the number of days remaining in your Plan (unless we terminate your Plan or access to Content for conduct that we determine, in our discretion, violates these Terms, violates any applicable law, involves fraud or misuse of the Content, Plan or Service, or

is harmful to our interests or another user). Our failure to enforce any user's strict compliance with these Terms will not constitute a waiver of any of our rights. Upon any such termination, irrespective of the reasons behind such termination, your right to use the Content shall immediately cease. Unbound Sound shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

X. Disputes Will Be Settled by Binding Arbitration

Any dispute or claim relating in any way to these Terms or your use of the Content, Plan, or Service will be resolved by mandatory, binding and confidential arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the attention of Unbound Sound, 2121 Avenue of the Stars, Suite 1300, Los Angeles, CA 90067, Attn: Legal Dept with a copy by email to info@unboundsound.com. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, electronically, based on written submissions, or in person in the venue or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You further understand, acknowledge and agree that by agreeing to arbitration, you are giving up any right that you may have to participate as a party in a class action suit or class action proceeding against us. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. The arbitration shall be a confidential proceeding, closed to the general public. For purposes of any judicial proceedings on the decision and award, including, without limitation, confirmation proceedings, we each stipulate and agree to request a court order or orders requiring that all records of the arbitration proceedings, including, without limitation, the decision and award and all court filings disclosing any aspect of the arbitration proceedings ("Confidential Records"), be filed under seal. Pending a ruling on any such request, we each agree to file all Confidential Records conditionally under seal. Should you pursue an arbitration or other action at law for damages against us, in no event shall your recovery exceed One Hundred Dollars (\$100.00).

If any term of this Section is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

XI. Electronic Communications; Copyright and Trademarks

When you use the Unbound Sound Website, Content or Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages through the Unbound Sound Website, Content or Services, and you can retain copies of these communications for your records. You agree that all Terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

The Content that is made available on or through Unbound Sound is the property of Unbound Sound (or its licensors/content suppliers), and is protected under copyright laws of the United States and international laws. All graphics, logos, page headers, buttons, icons, scripts, trademarks and service names displayed on the Site or made available through Unbound Sound are trademarks or trade dress of Unbound Sound (or its content suppliers) in the U.S. and other countries. Our trademarks and trade dress may not be used by you or any third party, in any manner that is likely to cause confusion among users or consumers or in any manner that diminishes or disparages Unbound Sound. All other trademarks not owned by Unbound Sound but available via the Website, Content or Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Unbound Sound.

XII. International Use, Sanctions and Export Policy

Although this Website may be accessible worldwide, Unbound Sound makes no representation that the Content or other materials on this Website are appropriate or available for use in locations outside the United States. Those who choose to access this Website from other locations do so on their own initiative and at their own risk. If you choose to access this Website from outside the United States, you are responsible for compliance with all applicable laws in your jurisdiction, including, without limitation, the taxation of products purchased over the Internet, and we shall have no liability in connection therewith. Any offer for any Content or Service, and/or information made in connection with this Website, is void where prohibited. You may not use any Unbound Sound Content or Services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Unbound Sound Website, Content or Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.

XIII. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1. THE UNBOUND SOUND WEBSITE, CONTENT OR SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING APPS) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE UNBOUND SOUND WEBSITE, CONTENT OR SERVICES ARE PROVIDED BY UNBOUND SOUND ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. UNBOUND SOUND

MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE UNBOUND SOUND WEBSITE, CONTENT OR SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING APPS) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE UNBOUND SOUND WEBSITE, CONTENT OR SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE UNBOUND SOUND WEBSITE, CONTENT OR SERVICES IS AT YOUR SOLE RISK.

2. TO THE FULL EXTENT PERMISSIBLE BY LAW, UNBOUND SOUND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ACCURACY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. UNBOUND SOUND DOES NOT WARRANT THAT THE UNBOUND SOUND WEBSITE, CONTENT OR SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING APPS) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE UNBOUND SOUND WEBSITE, CONTENT OR SERVICES, UNBOUND SOUND'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM UNBOUND SOUND ARE FREE OF DATA BREACHES, ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, UNBOUND SOUND WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY UNBOUND SOUND SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE AND APPS) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY UNBOUND SOUND SERVICE, INCLUDING, WITHOUT LIMITATION, PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
3. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.
4. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, OPPORTUNITY OR PROFIT, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR

EXCLUSION OF LIABILITY OR DAMAGES, YOU AGREE THAT IN NO EVENT SHALL THE TOTAL LIABILITY OF UNBOUND SOUND TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION OF ANY KIND EXCEED ONE HUNDRED DOLLARS (\$100.00).

5. FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING, WITHOUT LIMITATION, THE PROCESSING OF ORDERS OR SUBSCRIPTION PLANS.
6. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

XIV. Jurisdiction and Governing Law

These Terms shall be construed, governed and enforced under the laws of the United States and the State of Nevada (without regard to rules governing conflict of laws). You agree that venue for all actions, relating in any manner to these Terms, shall be in Reno, Nevada. In the event that Arbitration and Class Action Waiver is found to be unenforceable, each party hereby consents and submits to the in personam jurisdiction of the federal or state courts located in Reno, Nevada, and to the extent permitted by law, hereby consents that all services of process may be made by any nationally recognized overnight courier, or by certified mail, postage prepaid and return receipt requested. Each party waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Each party agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law.

XV. DMCA Take Down Notices

In instances where we are notified of alleged infringing Content or User Content, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c). We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

If you believe that you or someone else's copyright has been infringed on this Website, you (or the owner or rights holder, collectively, "Rights Holder") should send notification to our Designated Agent immediately. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws.

Nothing here or anywhere on this Website is intended as a substitute for qualified legal advice. To file a Notice of Infringing Material, we ask that the Rights Holder provide the following information:

- Reasonably sufficient details about the nature of the copyrighted work in question, or, in the case of multiple alleged infringements, a representative list of such works. This should include, title(s), author(s), any U.S. Copyright Registration number(s), URL(s) etc.;
- Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holders' work(s) (for example, file name or URL of the page(s) that contain(s) the material);
- The Rights Holder's contact information so that we can contact them (including for example, the Rights Holder's address, telephone number, and email address);
- A statement that the Rights Holder has a good faith belief that the use of the material identified above in 2 is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
- The Rights Holder's electronic signature.

Notice may be sent to:

By Mail: 2121 Avenue of the Stars, Suite 1300, Los Angeles, CA 90067, Attn: Unbound Sound DMCA Dept.

By e-mail: info@unboundsound.com

If material that you have posted to our Website has been taken down, you may file a counter-notification that contains the following details:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address and telephone number;
- A statement that you consent to the jurisdiction of federal district court in Reno, Nevada, and that you will accept service of process from the person who provided notification in compliance with section 512 (c)(1)(C) of the DMCA, or an agent of such person.
- Your physical or electronic signature.

Notice may be sent to:

By Mail: 2121 Avenue of the Stars, Suite 1300, Los Angeles, CA 90067, Attn: Unbound Sound DMCA Dept.

By e-mail: info@unboundsound.com

You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may temporarily or permanently remove the identified materials from our site without liability to you or any other party. Repeat infringers will be terminated and barred from using the Website.

XVI. Miscellaneous Conditions Applicable to All Users of Website, Content or Services

In addition to any excuse provided by applicable law, Unbound Sound shall be excused from liability for non-delivery or delay in delivery of products, Content, or Services available through our Website arising from any event beyond our reasonable control, whether or not foreseeable by any party, including, without limitation: war or military activity, terrorism, fire, flood, labor troubles, strike, riot, act of governmental authority, federal, state or local restrictions or shut-down, accident, breakage of equipment, unavailability of materials, delay of transportation service, explosions or other catastrophes, weather, earthquakes, lightning, illnesses, virus, epidemics, pandemics or quarantine restrictions (which for clarification purposes includes, without limitation, COVID-19), acts of God or other similar or different contingencies, whether or not similar to those which are enumerated above. Any provision of these Terms which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. These Terms constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by you or your use of any other document(s), and may only be altered, supplemented, or amended by Unbound Sound. To the extent that anything in or associated with this Website is in conflict or inconsistent with these Terms, these Terms shall take precedence. If you learn that any Content is subject to a threatened or actual third party claim of infringement, violation of another right, or any other claim for which Unbound Sound, the Content contributors or any of their respective affiliates may be liable, you will promptly notify Unbound Sound of any such claim. If Unbound Sound, the Content contributors or any of their respective affiliates learns of such a claim from you, the third party or otherwise and Unbound Sound, in its sole good faith discretion, determine that the claim raises an inappropriate legal risk, upon notice from us, you will (i) remove the Content from your computer systems and storage devices (electronic or physical), and (ii) cease any future use of the Content at your own expense if possible. If you do remove and cease use of the Content, we may choose to refund your Fees for the applicable Content or without charge provide you with other content that we determine with your consent, not to be unreasonably withheld or delayed, is comparable, subject to the other terms and conditions of these Terms. The Terms shall survive termination or expiration of your use of the Website or your Plan. Unbound Sound, its content contributors or any of their respective affiliates are intended third party beneficiaries of these terms; nothing in these Terms, express or implied, is intended to or shall confer upon any other third party any rights, benefits or remedies of any nature whatsoever. You shall promptly reimburse Unbound Sound, its content contributors and any of their respective affiliates for any costs (including reasonable attorneys' fees and court costs) that are incurred in collecting any Fees or enforcing these Terms.

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