

Terms & Conditions

OVERVIEW

These are the terms of business which govern the contract between you and ProdByPVRADOX (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 ProdByPVRADOX’s 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 prodbypvradox.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 prodbypvradox.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 ProdByPVRADOX’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.

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Unless otherwise stated in the individual terms of a loop, sample, sound, tutorial, kit, drum, preset, midi, etc, ProdByPVRADOX shall not be deemed the owner of any such Intellectual Property. ProdByPVRADOX 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 prodbypvradox.com. Any claim of infringement or copying shall be initiated against the rightful content creators and sound designers as User hereby acknowledges ProdByPVRADOX shall not be held liable for others intellectual property.

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8. User agrees to indemnify ProdByPVRADOX for any loss or damage that may be incurred by ProdByPVRADOX, 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.

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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 ProdBYPVRADOX 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 ProdBYPVRADOX (including without limitation selling, renting, or otherwise using or distributing un-integrated Content) would likely cause irreparable loss to ProdBYPVRADOX in a way that could not be adequately compensated by damages.
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representation of a recent currency rate and that you will be charged according to the actual rate at the applicable time.

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