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Grant of License

Hayven Squad grants you a non-exclusive license to utilize particular sound recordings (and the underlying compositions, as may be the case), hereinafter referred to as the "Loops Pack Files", in accordance with the terms and conditions herein. "Loops Pack Files" refers to any file categorized within the Loops tab/section of Hayven Squad and included within a collectively purchased .zip file (examples of the files included are loops, samples, construction kits, one-shots and any other included in zip). This license is valid in perpetuity and in the territory of the world. Once you make payment to Hayven Squad for use of the Loops Pack Files, and so long as you comply with the terms of this agreement, you may use the Loops Pack Files over and over again in as many projects as you wish, for as long as you wish, without any additional payment to Hayven Squad. You may use the Loops Pack Files for your own project as well as projects that you undertake for your employer or clients.

Permitted Uses

Loops Pack Files may be used or modified in combination with other types of samples or sounds to effectively form a new composition or derivative work, in a manner that is clear and distinct from the isolated original files. Loops Pack Files purchased under the terms of this license agreement may be used in the following types of projects: TV, Radio, films, film festivals, iPhone/iPad/Android/Facebook apps, web videos (YouTube, Vimeo, etc.), websites, podcasts, softwares, video games, e-cards, slideshows, Powerpoint, Flash, animations, audio on-hold, wedding videos, corporate videos, as a ringtone (for personal use), or for your own personal enjoyment. Notwithstanding the foregoing, there is often a sound recording contained within the Loops Packs that is a demo .mp3 music file. This is provided as an example of a musical composition that uses the audio files in each pack, and Licensees may not utilize, modify, sample, distribute or sell the demo .mp3 in any way. The demo .mp3 will be the only .mp3 file within the Loops Pack Files and will be the same musical sound recording that is played as a preview on www.r-loops.com when auditioning the identically titled Loops Pack product.

Prohibited uses

You may not use the Loops Pack Files in any downloadable format intended for multiple distribution such as in a template-based system, e-card generator, or other medium that re-sells/redistributes the Loops Pack Files or products incorporating the Loops Pack Files or in any "build-it-yourself" media tool. You may not use the Loops Pack Files to compete with Hayven Squad, upload it to any other loops library or similar website, or use it in a way that would likely be considered defamatory, libelous, fraudulent or illegal.

Ownership

You understand that Hayven Squad's contributors own and retain all right, title, and interest in the Loops Pack Files. You may not sublicense, sub-distribute, or resell the Loops Pack Files as your own.

Limitation of liability and remedies

In no event shall Hayven Squad's total aggregate liability to you, or to any third party claiming through you, arising out of or in connection with your use of or inability to use the Loops Pack Files (whether in contract, tort, or otherwise) exceed the monetary amount actually paid by you to Hayven Squad for use of the applicable Loops Pack Files. Your sole remedy shall be a refund and you agree that this license is granted to you without any further warranty or recourse.

Indemnification

You agree to indemnify and hold Hayven Squad, its affiliates, parents, subsidiaries, employees, directors, officers, successors, assigns, distributors, investors, lenders and anyone else associated with Hayven Squad, harmless from, and against, any and all claims, liabilities, costs, damages, or expenses (including attorneys' fees), asserted against Hayven Squad arising out of your use of the Loops Pack Files.

Jurisdiction

This Agreement, its validity and effect, shall be solely interpreted and governed by the laws of the State of California and within the United States. Any claims shall be brought solely in the Federal District Court of the District of California, and in the county of Los Angeles. You expressly consent to the exclusive jurisdiction of these courts and to the service of any required notice or process upon you by registered mail or overnight courier with proof of delivery.