

END-USER LICENSE AGREEMENT

IMPORTANT READ CAREFULLY: This End User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and OddGrooves. By installing, copying, or otherwise using the PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not authorized to use the PRODUCT.

PRODUCT LICENSE

The PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The PRODUCT is licensed, not sold.

1. GRANT OF LICENSE

This EULA grants you to install and use copies of the PRODUCT on any of your computers used for music production, as well as making one copy of the PRODUCT solely for backup or archival purposes.

The MIDI and/or Audio files contained in this product are licensed to you strictly for the purpose of using them in your musical arrangements. No permission is required for such usage.

The original material is © 2008 OddGrooves and may not be transferred, distributed, reproduced in any medium, Posted on the Internet or re-sold without permission. This includes collections of MIDI and/or Audio loops.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

You may not rent, lease or lend the PRODUCT.

Without prejudice to any other rights, OddGrooves may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the PRODUCT.

3. COPYRIGHT

All title and copyrights in and to the PRODUCT and any copies thereof are owned by OddGrooves.

4. WARRANTY

OddGrooves warrants that the MIDI files will work with your MIDI compatible software. If the files are corrupted or defective, we will replace the files for you and deliver them via Internet download.

Other than the guarantee that the files will work with your MIDI compatible software, the PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the PRODUCT remains with you.

5. RETURN POLICY

You have up to 30 days to return the product for a full refund, in which case you must destroy all copies of the PRODUCT. All refund requests must be submitted in writing and postmarked within 30 days of purchase. Please email info@oddgrooves.com for instructions.

6. NO LIABILITY FOR DAMAGES

In no event shall OddGrooves be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this PRODUCT, even if OddGrooves has been advised of the possibility of such damages.

Should you have any questions concerning this END USER LICENSE AGREEMENT, or if you desire to contact OddGrooves for any reason, please contact us at www.oddgrooves.com or e-mail info@oddgrooves.com.

