



# PRODUCT POLICY

## 1. INTRODUCTION

- 1.1. This Agreement is concluded between MATCHING SOUND EFFECTS (“MSFX”, “We”, “Us”, “Our”), with corporate identity number 830403-5952 (Individual company: Lyster), and a private person or legal person (“Buyer”) (together referred to as “the Parties”), who buys Our products and services provided by Us in accordance with the Terms and Conditions (“the T&C”) of this Agreement.
- 1.2. The Parties' commitments are governed by This Agreement and other Policies and Terms published on the Website, such as Our Privacy Policy and Terms of Use.
- 1.3. Buyers agree to be bound by these T&C, and other Contract Documents mentioned above, when buying Our Products. These T&C apply to the purchases of Our products and Services provided through the Website.
- 1.4. In the event that any provision of these T&C shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 1.5. Nothing in these T&C provides Buyers with the right, license, authorization or approval to make binding agreements with any person or entity on behalf of Us.

## 2. DEFINITIONS

- 2.1. **“Buyers”** refers to a private or legal person who buys the Products and Services through the Website.
- 2.2. **“Content”** refers to all software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, images and other data or copyrightable materials or content on the Website.
- 2.3. **“Marks”** refers to the trademarks, service marks, and logos used and displayed throughout the Services and Website.
- 2.4. **“MSFX”, “We”, “Us” or “Our”** refers to MATCHING SOUND EFFECTS (the individual company “Lyster”) , together with its subsidiaries, affiliates, agents, representatives, consultants, employees, officers and directors.
- 2.5. **“Products”** refers to the Products sold through the Website, such as collections of sound effects.
- 2.6. **“Services”** refers to the services provided by Us on the Website.



# PRODUCT POLICY

- 2.7. **“Terms”** or **“Terms and Conditions”** refers these Terms, Our Terms of Use, Privacy Policy, all applicable laws and all conditions or policies referenced in this Agreement and published on Our Website.
- 2.8. **“User”** refers to a Buyer or any other visitor to the Website.

## 3. OUR PRODUCTS

- 3.1. Our products are available for purchase as digital download only. The sound effects are in WAV-file format, 96kHz, 24bit, and are sold in collections (These collections are called “Sound Packs”, “SFX Libraries” or “SFX Minipacks”, depending on size/complexity). They are made available as .zip-files through download-links and sent to the Buyers e-mail address, when payment is confirmed. Registered Buyers may also access their purchased products when logged in to their account on the Website.

## 4. RIGHTS GRANTED

- 4.1. The Buyer gets a worldwide, non-exclusive, perpetual, royalty free license to use the bought products in accordance with these T&C.
- 4.2. All Buyers use Our Products at their own risk. The Buyer is allowed to use the Product, to make an keep backup copies on other storage devices, distribute and publicly perform reproductions of the Product, incorporate and synchronize it with other media productions, including but not limited to radio and television broadcast, film, music compositions, websites, podcasts, mobile apps, advertising, multi-media presentations, video games and similar.

## 5. RESTRICTIONS

- 5.1. Buyers are not permitted to assign, license, sublicense, sell or otherwise distribute or make reproductions of the Products, to adapt, modify or repack the Products to any third party, except as permitted in Clause 4.
- 5.2. The Buyer shall ensure that the purchased Product cannot be accessible to the end user of a software program as an independent element (for example through a software based game).
- 5.3. All rights to the Products are owned by MSFX and Buyers may not claim ownership or authorship of the Products.



# PRODUCT POLICY

## 6. PRICES AND PAYMENT DETAILS

- 6.1. Prices are in USD and are shown including VAT. Customers outside the EU will not be charged VAT. All transaction fees and the total amount will be clearly listed before any purchase.
- 6.2. All Buyers guarantee that the payment details provided are correct. We cannot be held responsible for incorrect submitted information.

## 7. RETURN POLICY AND REFUNDS

- 7.1. Downloads cannot be returned and there is no right of withdrawal for Buyers who buy audio files or music, which are downloaded digitally, and therefore all sales of Our Products are final. This means that there are no refunds and this is in accordance with applicable Swedish law. This has herein been communicated to Buyers who purchase such products from Our Website and Buyers hereby consents to the fact that such digital delivery of audio files and music and Our Products does not entail cancellation, refunds or exchange rights.
- 7.2. If there are problems with a download or defects in a Product, please contact Us at [contact@matchingsoundeffects.com](mailto:contact@matchingsoundeffects.com) and We will do Our best to help.

## 8. CLAIMS OF INFRINGEMENT

- 8.1. We respect the intellectual property of others and require that Buyers do the same. If a Buyer believes that Our Products or Content has been copied in a way that constitutes copyright infringement, please provide Us with a notice of infringement that includes at least the following information:
  - Specify the copyrighted work, material or link that is claimed to be infringing and provide a description of where the infringing work is located.
  - Provide contact information including name, e-mail address and telephone number.
- 8.2. **Please send the notice to: MATCHING SOUND EFFECTS (Lyster), Starvägen 2c, 756 52 Uppsala or e-mail to [contact@matchingsoundeffects.com](mailto:contact@matchingsoundeffects.com).**



# PRODUCT POLICY

## 9. TERMINATION

- 9.1. The Buyer's right to use the Products will automatically terminate in the event of any breach of these T&C. In the event of termination, the Buyer shall delete or destroy all copies of the Products which the Buyer has purchased and all copies and works in which the Product is used in (other productions).

## 10. PERSONAL DATA AND PRIVACY

- 10.1. Buyers are consenting to have their personal data transferred to and processed in Sweden by Us, when buying Our provided Products and Services through the Website.
- 10.2. We will not sell, rent out or give away Buyers email address or other personal or contact information. We only use the provided information for contact purposes, technical support and to deliver bought Products and Services.
- 10.3. Both Us and all Buyers must fulfill all duties required of data controllers under applicable EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the EU e-Privacy Directive (Directive 2002/58/EC), including subsequent variations, such as the Regulation of the European Parliament and of the Council concerning the respect for private life and the protection of personal data in electronic communications and repealing Directive 2002/58/EC ("ePrivacy Regulation").

## 11. APPLICABLE LAW AND JURISDICTION

- 11.1. This Agreement shall be interpreted in accordance with Swedish law. Disputes arising in connection with the interpretation or application of these T&C and related legal relationships shall, in the first instance, be settled directly between the Parties. If the dispute cannot be resolved through an internal settlement between the Parties, the dispute shall be settled and examined by arbitration in, and in accordance with, arbitration rules for, the Arbitration Institute of the Stockholm Chamber of Commerce (Simplified arbitration or ordinary arbitration procedure depending on the circumstances of the case).

