

Loopcloud Terms and Conditions

Last Updated: March 27, 2019

Loopcloud Terms and Conditions

- License agreement for the Loopcloud software
- License agreements for content provided by Loopmasters
- Acceptable use of the Loopcloud service
- License and privacy agreements for the Loopcloud service

LOOPCLOUD SOFTWARE

Please read this licence carefully before downloading or using the software. By downloading or using the software, you are agreeing to be bound by the terms of this licence.

"Our", "Us" and "We" refer to Loopmasters and/or Loopmasters's licensor(s), partner(s) and supplier(s).

"Software" means the plug-in, application, and or other software and the related documentation.

The Software is licensed to you by Us. You do not own the Software, but may

have a license to use it from us.

You acknowledge that that no title to the intellectual property in the Software is transferred to you and that full title and ownership rights to the Software remain Our property.

Storage and Resilience Whilst we take reasonable care in providing the software and service to you, Loopcloud does not provide any absolute guarantee of the availability or integrity of your files. You should maintain your own offline backups of any important or irreplaceable files.

Files uploaded to our servers may be removed from our servers if you do not continue to pay any subscriptions due, or are in breach of this agreement.

If we discontinue the service for any reason we will make reasonable efforts to notify you 30 days or more before the service is discontinued.

We reserve the right to vary these terms at any time. If you disagree with the changes in the terms you may discontinue using the service rather than accept them.

Restrictions

The Software contains copyrighted material, trade secrets, and other proprietary material. In order to protect them, and except as expressly permitted by applicable law, you may not decompile, reverse engineer or disassemble the Software; copy, modify, network, or distribute the Software; or rent, lease, loan, the Software, or create derivative works based upon the Software or related documentation in whole or in part other than as expressly permitted by applicable legislation.

You may not transmit the Software from one computer to another or over a network, except as is necessary to install the Software onto a host computer for use which is compliant with this license agreement.

Trademarks

The Software contains copyrighted material, trade secrets, and other proprietary material. In order to protect them, and except as expressly permitted by applicable law, you may not decompile, reverse engineer or disassemble the Software; copy, modify, network, or distribute the Software; or rent, lease, loan, the Software, or create derivative works based upon the Software or related documentation in whole or in part other than as expressly permitted by applicable legislation.

You may not transmit the Software from one computer to another or over a

network, except as is necessary to install the Software onto a host computer for use which is compliant with this license agreement.

Termination

This Licence is effective until terminated. You may terminate this Licence at any time by destroying the Software and related documentation. This Licence will terminate immediately without notice from Us if you fail to comply with any provision of this Licence. Upon termination you must destroy the Software and related documentation. Upon termination you shall remain subject to the provisions, restrictions, and exclusions in this Licence Agreement and shall have no right to any refund of any amounts paid for the Software. No termination shall release you from liability for any breach of this Licence Agreement.

Disclaimer

We provide the software "as is," and you use the software at your own risk. We make no warranties as to performance, merchantability, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or



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Limitation on Damages

Under no circumstances shall We be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if We have been advised of the possibility of such damages.

In no event shall Our total liability to you for all damages, losses, and causes of action (whether in contract, tort including negligence, or otherwise) exceed the amount paid by you for the Software.

Controlling Law and Severability

This Licence shall be governed by and construed in accordance with the laws of England. If for any reason a court of competent jurisdiction finds any provision of this Licence, or portion thereof, to be unenforceable, that provision of the

Licence shall be enforced to the maximum extent permissible so as to effect the

intent of the parties, and the remainder of this Licence shall continue in full force and effect.

Acknowledgement

You acknowledge that you have read this Licence Agreement and understand it, and agree to be bound by the terms and conditions. You also agree that the Licence Agreement is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of the Licence Agreement. No amendment to or modification of this Licence will be binding unless in writing and signed by Our duly authorised representative.

Loopmasters Licence

1. The Digital Content (as defined in our terms and conditions) remain the property of our licensors and/or Loopmasters Limited (collectively, "Licensor") and are licensed to you on the basis of our terms and conditions as the original end-user ("Licensee"), for use subject to those provisions below which apply to the applicable type of Digital Content. All rights not expressly granted herein are reserved exclusively by Licensor. 2. Licensor or Loopmasters Limited may revoke a licence granted to you in respect of Digital Content if you breach any of the below licence terms or our terms and conditions.

(A) Audio loops, samples, instruments and audio synthesis software and their output (the "Sounds"):

1. The Licensee may use the Sounds in combination with other sounds in music productions (which may include soundtracks of films, video productions, radio/TV programs or commercials, computer games and multimedia presentations, library music), public performances, and other reasonable musical purposes within musical compositions.

2. The Licensee may modify the Sounds and may use the Sounds for commercial purposes as part of a musical composition with other sounds.

3. The Licensee MAY NOT use the Sounds in isolation as sound effects or as loops (i.e. a sequence of musical events) or any competitive products that are sold or relicensed to multiple third parties.

4. A right to use the sounds is granted only to the Licensee and is NOT transferable.

5. This license expressly forbids resale, relicensing or other distribution of the Sounds, either as they exist or any modification thereof. You cannot sell, loan, rent, lease, assign, upload to or download from any server, or transfer all or any of the enclosed sounds to another user, or for use in any competitive product.

(B) Tutorials:

1. The Licensee may use the Tutorials for their own personal, domestic, non-commercial, educational use.

2. This licence is personal to the Licensee and may not be transferred or assigned.

3. This licence expressly forbids resale, relicensing or other distribution of the Tutorials, either as they exist or any modification thereof. You cannot sell, loan, rent, lease, assign, upload to or download from any server, or transfer all or any of the Tutorials to another user, or for use in any competitive product.

(C) Presets and templates ("Tools"):

1. The Licensee may use the Tools in combination with other software and sounds for the purpose of producing creative works.

2. A right to use the Tools is granted only to the Licensee and is NOT transferable.

3. This license expressly forbids resale, relicensing or other distribution of the Tools, either as they exist or any modification thereof. You cannot sell, loan, rent, lease, assign, upload to or download from any server, or transfer all or any of the enclosed Tools to another user, or for use in any competitive product.

PLEASE NOTE: This is a general licence which covers all Loopmasters products, it may not apply to products from other labels that we represent at Loopmasters.com - if in doubt please email us or contact the label directly.? In the case of products supplied by the following labels: BIG FISH AUDIO, and DJ MIXTOOLS Series you can find copies of the relevant licences which apply here: <https://support.loopmasters.com/support/solutions/articles/48000959807-loopmasters-license>

Please do not purchase products supplied by the aforementioned labels unless you agree to the applicable terms.

Trading Terms and Conditions

These are the terms of business which govern the contract between you and

Loopmasters Limited (incorporated in England & Wales with company number 06805284 and registered office address 1 Regency Mews, Silverdale Road, Eastbourne, East Sussex, England, BN20 7AB) (hereafter "we", "us" or "our") for any products or services which you purchase from us, including the following (our "Products"):

- (i) Loopcloud sample storage services ("Loopcloud Subscription"); and
- (ii) Samples, plugins, and music software ("Digital Content")

whether or not they are made available to purchase through our website or through software which we make available to you from time to time (together, the "Service").

These terms should be read in conjunction with our website terms of use and our privacy policy.

Please note that all Digital Content is licensed to you and not sold. The following licence applies to all of your use of such materials:

<https://support.loopmasters.com/support/solutions/articles/48000959807-loopmasters-license>

Your use of the Loopcloud Subscription is subject to our **Loopcloud Acceptable Use Policy** which is available here within this document.

In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- * You are an individual.
- * You are buying products from us wholly or mainly for your personal use (not * for use in connection with your trade, business, craft or profession).

If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1. ORDERS AND OUR CONTRACT WITH YOU

1.1 When the contract for a purchase comes in force. Our acceptance of your order will take place when we email you to accept it, or at the time we make the relevant Products available to you, whichever is the earliest, at which point a contract will come into existence between you and us. Please note we may reject an order if we are unable to accept it, which may be due to an error in the price or description of that Product, unavailability, technical problems or due to licensing restrictions such as where the developer or that Product has limited our ability to sell it, in which case we will inform you, and not charge you (and

will refund you if your payment has already been made).

2. OUR PRODUCTS

2.1 Updates to digital content. We may update or require you to update Digital Content, provided that the Digital Content shall always match the description of it that we provided to you before you bought it.

2.2 Loopcloud subscription. The following terms apply to your use of any Loopcloud Subscription:

2.2.1 Certain paid features of our Loopcloud Subscription service enable you to tag and upload audio samples and sounds ("Your Audio") and to access Your Audio through the Service.

2.2.2 The Loopcloud Subscription is for your personal use only, on an "as is" basis and all use must be in accordance with these terms and conditions.

2.2.3 You agree that you own Your Audio and that it is your original creation, or that you have and shall maintain all rights, licences and permissions necessary for you to upload Your Audio to us, and you grant to us a non-exclusive worldwide licence to display, distribute, store, broadcast, reproduce, modify, adapt, copy and otherwise use Your Audio for the purpose of providing the Loopmaster Subscription to you.

2.2.4 You shall be responsible and liable to us for any losses, expenses or other costs incurred by us which are caused by your failure to ensure that you have all necessary rights to use Your Audio in connection with a Loopcloud Subscription.

2.2.5 We will use reasonable efforts to make the Loopcloud Subscription available to you throughout the duration of your Loopcloud Subscription. We warrant only that the Loopcloud Subscription service, when made available by us, shall be of satisfactory quality, as described and fit for purpose. Please note that we may need to carry out scheduled and emergency maintenance from time to time, in which case our supply of the Loopmaster Subscription may be suspended temporarily as described further at clause 3.5.

2.2.6 The Loopcloud Subscription service is not a back-up service, and should not be relied on as such. While the Loopcloud Subscription may enable you to access Your Audio in new ways, you shall ensure that you maintain your own independent back-up of Your Audio and we shall not be responsible for the loss of copies of Your Audio if you do not.

2.2.7 You acknowledge that the Internet is not a secure medium, and we shall not be liable in any amount or kind of loss or damage due to viruses or other malicious software that may infect your computer equipment, software, data or other property caused by persons accessing or using the Service (save to the extent that damage to your device or other digital content which you own is caused by the Service as a result of our failure to use reasonable care and skill in

which case you may be entitled to compensation or we may be obliged to repair your device).

2.2.8 We do not warrant that the operation our Service will be uninterrupted or error free or that any error or interruption can or will be corrected. We reserve the right to suspend the Loopmaster Subscription at any time where reasonably necessary for us to comply with our legal obligations or where you breach these terms and conditions.

2.2.9 We may terminate a Loopmaster Subscription upon one month's notice to you, provided that we shall refund to you any amounts you have paid in advance for use of your Loopmaster Subscription after termination.

2.2.10 Where we have offered you a Loopmaster Subscription for free without payment, we may suspend or terminate that Loopmaster Subscription at any time, for any reason, and without liability to the extent permitted by law.

3. PROVIDING THE PRODUCTS

3.1 When we will provide the Products:

3.1.1 Digital Content. We will make Digital Content available for download by you as soon as we accept your order.

3.1.2 Loopmaster Subscription. We will make the services available to you until your subscription expires or is terminated as explained in these terms.

3.2 We are not responsible for delays outside our control. If our supply of any Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but not received.

3.3 Please note that any Digital Content supplied to you is licensed to you, rather than sold, and that your use of that Digital Content is subject to our standard licence terms available here:

<https://support.loopmasters.com/support/solutions/articles/48000959807-loopmasters-license>

3.4 Any points or credits that are granted to you during a trial or subscription period will not be available to you outside of your trial or subscription period. For a period of 180 days following the cancellation of a subscription we may reserve your points in case you resume it within this time.

3.5 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the

contract (and clause 6.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

3.6 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a Product (for example, a Loopmaster Subscription) to:

3.6.1 deal with technical problems or make minor technical changes or updates;
or

3.6.2 update the Product to reflect changes in relevant laws and regulatory requirements; or

3.6.3 make changes to the Product as requested by you or notified by us to you.

3.7 Your rights if we suspend the supply of Products. We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. If we have to suspend the Product for longer than one week in any 90 day period we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two weeks and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

3.8 We may also suspend supply of the Products if you do not pay. If you do not pay us for the Products when you are supposed to and you still do not make payment within three days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend the Products where you dispute the unpaid invoice (see clause 9.6). If you are a consumer, we will not charge you for the Products during the period for which they are suspended. As well as suspending the Products we can also charge you interest on your overdue payments (see clause 9.4).

4. YOUR RIGHTS TO END THE CONTRACT

You can end your contract with us as follows. (PLEASE NOTE: your right to end your contract is subject to certain important exclusions, which are set out in clause 10.4 below. Please check these carefully.)

4.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

4.1.1 If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the Product repaired or replaced or re-

performed or to get some or all of your money back), see clause 7;

4.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 4.2;

4.1.3 If you have just changed your mind about the Product, you may be able to get a refund as set out in clause 4.3 if you are a consumer, and are within the cooling-off period, but this may be subject to deductions;

4.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 4.6.

4.2 Ending the contract because of something we have done or are going to do. If:

4.2.1 we have told you about an upcoming change to the Product or these terms which you do not agree to;

4.2.2 we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

4.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;

4.2.4 we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than a week; or

4.2.5 you have a legal right to end the contract because of something we have done wrong,

you may end the contract and we will refund you in full for any products which have not been provided and you may also be entitled to compensation.

4.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund only if you are a consumer, although please see clause 4.4. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

4.4 IMPORTANT: When you do not have the right to change your mind. You do not have a right to change your mind in respect of:

4.4.1 Digital Products after you have started to download or stream these (for example, once you have begun to download a sample pack, it is non-refundable);

4.4.2 any Product that has been personalised; and

4.4.3 any Loopcloud Subscription to the extent you have used it.

4.5 How long do I have to change my mind? If you are a consumer and do have the right to change your mind, how long you have to do so depends on what

you have ordered and how it is delivered:

4.5.1 Have you bought Digital Content? If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming that Digital Content.

4.5.2 Have your bought a service such as a Loopcloud Subscription? If so you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

4.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 0), you can still end the contract before it is completed if you are a consumer, but you may have to pay us compensation. A contract for Digital Content is completed when the Product is downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, contact us to let us know. A contract for a Loopcloud Subscription will not end until 1 calendar month after the day on which you contact us. A contract for Products which are not services will end immediately and we will refund any sums paid by you for the Products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

5. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

5.1 Tell us you want to end the contract. If you are entitled to end the contract with us (see clause 4) and wish to do so, please let us know by doing one of the following:

5.1.1 Email. Email us at: support@loopmasters.com

5.1.2 By post. Or simply write to us at the address above, including details of what you bought, when you ordered or received it and your name and address.

5.2 How we will refund you. We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

5.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

5.3.1 Where the Product is a service such as a Loopcloud Subscription, we may deduct from any refund an amount for the supply of the service for the period

for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

5.4 When your refund will be made. We will make any refunds due to you within 14 days of your telling us you have changed your mind.

6. OUR RIGHT TO END THE CONTRACT

6.1 We may end the contract if you break it. We may end the contract for a Product at any time by writing to you if:

6.1.1 you do not make any payment to us when it is due and you still do not make payment within five days of us reminding you that payment is due;

6.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products;

6.1.3 you do not, within a reasonable time, allow us to supply the Products to you;

6.1.4 you do not comply with the terms of a licence applicable to your use of Digital Content, or with these terms and conditions.

6.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 6.1 (or if you decide to end the contract for the reasons set out at 4.2 by writing to us) we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

7. IF THERE IS A PROBLEM WITH THE PRODUCT

7.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us by telephoning our customer service team, by writing to us at support@loopmasters.com or by post to Loopmasters Ltd, 1 Regency Mews, Silverdale Road, Eastbourne, E Sx, BN20 7AB, UK

7.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Product if you are a consumer, rather than a business. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights if you are using Products as a consumer. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

If your product is Digital Content, for example audio samples the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of

satisfactory quality:

* if your digital content is faulty, you're entitled to a repair or a * replacement.

* if the fault can't be fixed, or if it hasn't been fixed within a reasonable * time and without significant inconvenience, you can get some or all of your * money back

* if you can show the fault has damaged your device and we haven't used * reasonable care and skill, you may be entitled to a repair or compensation

* See also clause 4.3.

If your product is services, for example a Loopcloud Subscription the Consumer Rights Act 2015 says:

* you can ask us to repeat or fix a service if it's not carried out with * reasonable care and skill, or get some money back if we can't fix it.

* if you haven't agreed a price beforehand, what you're asked to pay must be * reasonable.

* if you haven't agreed a time beforehand, it must be carried out within a * reasonable time.

8. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

8.1 If you are a business customer we warrant that on delivery any Products shall:

8.1.1 conform in all material respects with their description;

8.1.2 be free from material defects.

8.2 Subject to Clause 8.1, if:

8.2.1 you give us notice in writing within a reasonable time of receiving the Products and discovering that a Product does not comply with the warranty set out in Clause 8.1; and

8.2.2 we are given a reasonable opportunity of examining such Product, we shall, at our option, repair or replace such defective product, or refund the price of the defective product in full.

8.3 We will not be liable for a Product's failure to comply with the warranty in Clause 8.1 if:

8.3.1 you make any use of such Product after discovering that it fails to comply with the warranty in clause 8.1;

8.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, use or maintenance of the Product or (if there are none) good trade practice;

8.3.3 the defect arises as a result of us following any specification supplied by you, or as a result of your using the Product in combination with your own or third party software or other materials not expressly approved by us in writing;

8.3.4 if such failure is caused by the occurrence of any unforeseen contingency beyond our reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God;

8.3.5 you alter or repair the Product without our written consent; or

8.3.6 the defect arises as a result of wilful damage, negligence, or abnormal working conditions.

8.4 Except as provided in this Clause 8, we shall have no liability to you in respect of a Product's failure to comply with the warranty set out in Clause 8.1.

8.5 These terms shall apply to any repaired or replacement products supplied by us under Clause 8.2.

9. PRICE AND PAYMENT

9.1 Ways to pay. Digital Content must be paid for in advance. Loopcloud Subscriptions may be paid for by a one off payment or direct debit option, payable by monthly instalments as explained further during the order process.

9.2 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 9.5 for what happens if we discover an error in the price of the product you order. All payments on Loopmasters are made in British Pounds Sterling. The Loopmasters online shop presents prices in 4 currencies to assist decision making in regard to the purchase. These currencies are: British Pound (GBP), Euro (EUR), Japanese Yen (JPY) and US Dollar (USD). The prices displayed in currencies other than GBP are only an approximation and the actual exchange rates applied by the banks at the time of purchase may vary. You are responsible for payment of all applicable currency exchange and other bank charges.

9.3 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

9.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

You must pay us interest together with any overdue amount.

9.5 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

9.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

10.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

10.4 We are not liable for business losses. If you are a consumer we only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of data, loss of business, business interruption, or loss of business opportunity.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU

ARE NOT USING THE PRODUCTS AS A CONSUMER

11.1 Nothing in these terms shall limit or exclude our liability for:

11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 Except to the extent expressly stated in Clause 11.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

11.3 Subject to Clause 11.1:

11.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of data, or any indirect or consequential loss arising under or in connection with any contract between us;

11.3.2 we shall have no responsibility to you in respect of the quality or performance of the Digital Content which is developed and made available to you by our third party licensors for whom we act as a reseller; and

11.3.3 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for Products under such contract.

12. HOW WE MAY USE YOUR INFORMATION

12.1 How we will use your personal information. Please see our privacy policy here: <https://support.loopmasters.com/support/solutions/articles/48000959801-privacy-policy>

12.2 OTHER IMPORTANT TERMS

12.3 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

12.4 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.5 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.6 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.7 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

12.8 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. The foregoing is subject to mandatory consumer protections which apply in your country, which may offer you additional rights.

12.9 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Refund and Cancellation Policy

If you are purchasing as a consumer (for purposes other than your employment, trade, craft or profession) you have the right to cancel your order within 14 days without giving any reason.

Please note that your right to cancel will not apply if you are using our service for your trade, business or profession, for example if you are using our products for the purpose of producing music other than for your personal use rather than distributing it to others, or commercialising it in any way.

If a right to cancel applies to you, to exercise that right you must inform us of your decision to cancel by a clear statement (e.g. by post or e-mail) before the cancellation period expires.

If you are purchasing digital content, you will no longer have a right to cancel if you begin downloading that content. If you are purchasing a service, and you exercise your right to cancel after we begin supplying the service, then you will

need to pay for the service which has been supplied up to the time you cancel, in proportion to the price of the whole service.

You may be able to get a refund if you are within the 14 day cooling-off period, but this may be subject to deductions. More information about how to cancel is set out in our terms and conditions available here:

<https://support.loopmasters.com/support/solutions/articles/48000959835-refund-and-cancellation-policy>

e-mail support@loopmasters.com to cancel

We also offer refunds under certain other circumstances, as explained further in our terms and conditions here:

<https://support.loopmasters.com/support/solutions/articles/48000959795-terms-conditions>. If you believe you are due a refund for any of the following reasons, please get in touch so we can consider your claim:

- * Your bank / Paypal account was illegally charged (fraud).
- * You provide a reasonable explanation why the refund needs to be made.
- * You have not begun downloading relevant digital content.

Please note that we do not typically offer a refund if you have accessed the sounds by downloading them.

Eligibility

Where you are eligible, in accordance with our terms and conditions, and the circumstances described above, refunds are only available for 60 days from the date of purchase (found in your Order Confirmation Email).

Whenever you feel there is a particular condition which qualifies you for a refund, look through our FAQ section and then contact our support staff at support@loopmasters.com

Please be sure to make informed purchases. Each product is clearly labelled with what it contains and what software it requires.

If you are in any doubt as to the suitability of the product you are ordering, please listen to the demo of the product on this website or contact Loopmasters directly before you purchase to ensure that it is suitable for your purposes.

Prices are subject to change without notice. All trademarks are the property of their respective companies. All rights reserved. All information was correct at time of going to print, errors and omissions excepted.?

ACCEPTABLE USE POLICY

1. You agree and undertake that you will not post, communicate, employ, transmit or make available to or through our website or in the course of using the Loopcloud Subscription any statement, material, communication or other content which:

1.1.1 is unlawful or which gives rise to civil or criminal liability;

1.1.2 infringes the intellectual property or other rights of any third party;

1.1.3 in the case of uploading material using our Loopcloud Subscription services, comprises any content other than audiovisual material related to music

1.1.4 involves exploitative behaviour, through but not limited to, third party programs, bots, scripts or other means which are reasonably prohibited by us from time to time, or which take advantage of bugs, unintended errors, or features that have not been documented, to access restricted parts of our website or services;

1.1.5 is technically harmful such as computer viruses, worms, logic bombs or other malicious software or harmful data;

1.1.6 is aimed at persons under the age of 18 or which seeks or attempts to make any arrangement to meet a person under the age of 18;

1.1.7 is abusive, seditious, sexist, pornographic, homophobic, defamatory, libellous, discriminatory, obscene or racist;

1.1.8 harasses any person;

1.1.9 may be deemed a marketing or commercial communication or promotes the products or services of any person;

1.1.10 contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; or

1.1.11 solicits, promotes, invites, encourages, advocates, incites or provokes any or all of the foregoing.

1.2 You authorise us to remove, restrict, suspend or alter any of the material which you supply to us through our website or services, in our sole and absolute discretion, including but not limited to content which conflicts with the terms of this acceptable use policy.

1.3 If you discover material which you believe contravenes this acceptable use policy or is otherwise objectionable please notify us at support@loopmasters.com

Privacy Policy

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat personal information we collect from you through the

website, or through such Loopmasters and Loopcloud plugins and services as we might make available to you from time to time.

1. What information do we collect?

We may collect, store and use the following kinds of personal data:

information about your visits to and use of this website;

information about any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services or those of third parties which are made available through our website or services;

information that you provide to us for the purpose of registering with us and/or subscribing to our website services and/or email notifications;

and any other content you submit to us via the website or our services (collectively, "Your Content"), such as comments, enquiries, marketing preferences, and other information concerning your use of the website or our services.

2. Information about website visits

We may collect information about your computer and your visits to this website such as your IP address, geographical location, browser type, referral source, length of visit and number of page views. We may use this information in the administration of this website, to improve the website's usability, and for marketing purposes.

We use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We may send a cookie which may be stored on by your browser on your computer's hard drive. We may use the information we obtain from the cookie in the administration of this website, to improve the website's usability and for marketing purposes. We may also use that information to recognise your computer when you visit our website, and to personalise our website for you. For more information regarding our use of cookies please refer to section 5 below.

Most browsers allow you to refuse to accept cookies. (For example, in Internet Explorer you can refuse all cookie by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector.) This may, however, have a negative impact upon the usability of many websites, including this one.

This processing is undertaken in pursuit of our legitimate interest in improving our products and services.

3. Using your personal data

Personal data submitted on this website or through our services will be used for the purposes specified in this privacy policy or in relevant parts of the website.

In addition to the uses identified elsewhere in this privacy policy, we may use your personal information to:

process your orders, register and administer your user account, and enable you to login and use the website and our services (this processing is undertaken on the legal basis that it is necessary for us to perform our contractual obligations to you);

if you purchase a third party's product through our website or service, we may disclose your name and/or email address to that third party if such disclosure is required in order to allow you to obtain and use a licence key for that product from that third party (this processing is undertaken on the legal basis that it is necessary for us to perform our contractual obligations to you);

improve your browsing experience by personalising the website (this processing is undertaken in pursuit of our legitimate interest in improving our products and services);

send information (other than marketing communications) to you which we think may be of interest to you by post or by email or similar technology (this processing is undertaken either where necessary for us to perform our contractual obligations to you, or in pursuit of our legitimate interest in helping you to make the best use of our products and services);

send to you marketing communications relating to our business which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications to be sent by emailing us at support@loopmasters.com) (this processing is undertaken in pursuit of our legitimate interest in promoting our products and services); and

to generally run and improve the website and our services (this processing is undertaken in pursuit of our legitimate interest in improving our products and services).

We may also process your personal data for the following purposes:

Moderation and public information

In connection with user posting, commenting and reviewing or similar functionality (where this functionality is made available), certain of Your Content may be shared with other users or become publicly available. You may be able to select, in some cases, specific recipients (for example, if you are posting a comment to a particular group only) and then only those recipients will receive it, however, in all other cases, the information may be made publically available.

This processing is undertaken on the legal basis of performance of a contract (being our terms of use with you) and our legitimate interests, being our commercial interests in providing you with enhanced user functionality (such as, for example, the ability to post, comment or review (where applicable)). To respond to your enquiries and requests for support

We may process Your Content so we are able to properly respond to your enquiries, in accordance with the terms of use agreed between us.

As part of this we may also share Your Content with suppliers who may assist us with managing support queries.

For the above purposes, processing is carried out so we can perform our contractual obligations (being our terms with you) and in pursuit of our legitimate interests, being our commercial interests to respond to your queries and requests for support. To prevent fraudulent or illegal activity

We may process Your Content in pursuit of our legitimate interests of ensuring that your use of our services is lawful and in compliance with our agreement (being the terms of use agreed between us), to prevent disruption to our services, to enforce our rights, to protect any individual or otherwise to ensure our compliance with our legal obligations. To help us to improve the service and fix problems

We may process Your Content so we can analyse and improve our services, and also for us to develop new services. As part of this we may also share this information with suppliers who may assist us.

This processing is necessary for us to pursue our legitimate interests, being our commercial interests of: (i) ensuring our services function properly so you and other users have the best experience; (ii) improving the quality of our services, and providing a better experience to our users; and (iii) identifying and correcting any bugs or problems with the service. To help us to understand your usage of the Online Services

We may process Your Content to understand how users use our services, and to compile statistical reports regarding that activity, as well as understanding how users access content in our services (including what users are searching for, what they download and audition, what they store in the Loopcloud repository, and how they tag their sounds). This processing is necessary for us to pursue our legitimate interests, being our commercial interests in continually improving the services, understanding and fixing problems (such as when users may be unable to easily access or enjoy content) and to improve our future products and services. To keep you up to date

Where you have consented, or where it is otherwise lawful to do so, we may use Your Content to send you emails in order to keep you informed of news and products. You can withdraw your consent at any time by letting us know by

email.

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

4. Antispam Policy

Newsletter Subscriber

A registered user is added to our Newsletter Subscribers database when he/she leaves the "Yes. I want to subscribe to the Loopmasters newsletter" option ON, on our registration page. After completing our registration process which involves clicking an activation link sent to his/her email account the user becomes a Newsletter Subscriber. Our email communication with our Newsletter Subscribers is based solely on their permission.

What Is Spam?

Spam is unsolicited email also known as Unsolicited Commercial Email (UCE). It involves emails sent to users who:

- * Have no association with the sender
- * Have registered an account but not opted in to receive commercial emails
- * Have previously opted in but then opted out of receiving commercial emails

It is also email communications without a valid reply-to address.

Email Communications

Loopmasters do not send spam - ever. The goal of our existing email communications is to inform our Newsletter Subscribers of the new audioware releases which are published on a weekly basis. Our Newsletters include the links to our new products, information about promotions and latest news from our industry.

We cooperate with other businesses that target similar audiences as ours - they send our newsletters to their opted-in subscriber base. We are very careful about the antispam practices of these businesses and never cooperate with companies that are outside the scope of our audience or our industry or which have an unclear Antispam Policy.

We do not sell or distribute (for financial gain or for free) or otherwise disclose any partner or customer e-mail addresses to any third parties except when legally required. Every newsletter contains an Unsubscribe link at the top of the message.

Necessary Communication

There are situations which by their own nature require us to send you emails. These include:

- * Sending a message to your mailbox with the link to activate your account at Loopmasters
- * Sending you invoices for each completed transaction on our

website. * Sending you emails concerning technical, legal and support matters. Please make sure you do not flag Loopmasters as 'Spam' or 'Unsolicited' in your email application. When you register and do not find an activation email in your inbox, check your spam folder.

When you get in contact with us (for example by email or via a form on the website) we will keep records of what is communicated. This is to ensure we have a record of our discussion for future reference and so we can improve the website.

5. Cookies, Beacons and Tracking

Our website uses 'cookies' and similar technologies. Cookies are small text files that are placed on your computer and mobile device by software that you install. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. Cookies may also be stored in your internet browser by or on behalf of third parties, such as Google or providers of advertising services.

We use cookies/beacons in the following ways:

Authentication To log you into our website and service and keep you logged in (as necessary for us to perform our contractual obligations to you). **Preferences** To remember information about you such as your preferred language and configuration (as necessary for us to perform our contractual obligations to you). **Analytics** To help us understand how you use our website and services, and how often, so we can improve them to deliver a better experience for our users. To carry out research and statistical analysis to help improve our content, products and services. In each case, in pursuit of our legitimate interests in improving our products and services. **Retargeting** We may use cookies to display advertisements to you about products and services we offer, which we think will be of interest to you based upon your previous use of our Website. We only do this where you have provided us with your consent.

We use analytics to collect and store anonymous statistical data about our users' use of the website. Some of the cookies we use are essential for parts of the website to operate and have already been set. You may delete and block all cookies, but parts of the website may not work properly.

For more information about cookies, please visit allaboutcookies.org. If you do not wish for us to use cookies when you use the Website, please adjust your Internet browser settings to decline cookies (your computer's help documentation should tell you how to do this). If you choose to decline cookies, some parts of the website may not work properly. By using the website, you agree to our use of cookies as described above.

If you want to learn about how to opt out of Google's use of cookies, please visit <https://tools.google.com/dlpage/gaoptout/> or your Google Ads Settings (

www.google.com/settings/ads). The Google Analytics terms of service can be accessed here: www.google.co.uk/analytics/terms/us.html.

6. Other disclosures

In addition to the disclosures reasonably necessary for the purposes identified elsewhere in this privacy policy, we may disclose information about you:

to the extent that we are required to do so by law;

in connection with any legal proceedings or prospective legal proceedings;

in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);

if we buy or sell, or are negotiating the purchase or sale, of any business or assets, in which case your personal information may be shared with the purchaser or seller for that purpose (such processing is undertaken in pursuit of our legitimate interests in dealing in the purchase or sale of such business or assets).

We may anonymise information about you (so that you cannot be identified from it by third parties) and provide that information to third parties for the purposes of marketing analysis or to market the website or our services (for example, by letting our business partners know that 50 male individuals from a particular country viewed their product during a particular time period).

Except as provided in this privacy policy, we will not provide your information to third parties.

7. International data transfers

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy. This includes transferring your data to, and storing it at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or our suppliers. These staff or suppliers may be engaged in the processing of your orders, payments or the provision of support services.

Where your personal data is transferred outside of the EEA to a territory not subject to an adequacy decision by the European Commission, we have agreements in place with the relevant parties which include either (i) standard data protection clauses adopted by the relevant data protection regulator and approved by the European Commission or (ii) standard data protection clauses adopted by the European Commission, to ensure that appropriate safeguards are used to protect your personal data. Alternatively, we may put in place other appropriate safeguards. If you require more information about these safeguards, you can contact us.

8. Security of your personal data

We will take reasonable precautions to prevent the loss, misuse or alteration of your personal information. Of course, data transmission over the Internet is inherently insecure, and we cannot guarantee the security of data sent over the Internet.

We will store all the personal information you provide on our secure servers. All electronic transactions you make to or receive from us will be encrypted using SSL technology.

You are responsible for keeping your passwords confidential. We will not ask you for your passwords.

9. Data retention

In accordance with data protection laws and good commercial practice, we do not retain data in a form that permits identification of the person(s) to whom it relates for any longer than is necessary.

10. Children

We do not knowingly solicit information from, or market to, children under the age of 13. In the event that we learn that we have collected personal data from a child under 13 years of age, we will delete that information as quickly as possible. If you believe we have information from or about a child under 13, please contact us by email.

11. Policy amendments

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

12. Your rights

You have the following rights over the way we process personal data relating to you, as set out in the table below. We aim to comply with requests (which may be sent by email to support@loopmasters.com) without undue delay and within one month at the latest.

Ask for a copy of personal data we are processing about you and have inaccuracies corrected or request erasure

You have the right to request a copy of the personal data we hold about you and to have any inaccuracies corrected. You can download a copy of your information by following the instructions in your account settings (where this functionality is made available). Where this functionality is not available you can request a copy by email. We will use reasonable efforts, to the extent required by law, to comply with any request to supply, correct or delete personal data held about you on our files (and request that any third parties to whom it has

been disclosed to do the same). Object to us processing personal data about you

You can ask us to restrict, stop processing or delete your personal data if:

- you consented to our processing the personal data and have withdrawn that consent;
- we no longer need to process that personal data for the reason it was collected;
- we are processing that personal data because it is in the public interest or it is in order to pursue a legitimate interest of ours or a third party, you don't agree with that processing and there is no overriding legitimate interest for us to continue processing it;
- the personal data was unlawfully processed;
- you need the personal data to be deleted in order to comply with legal obligations; and/or
- the personal data is processed in relation to the offer of a service to a child. You may be able to delete your accounts by following the instructions in your account settings, where applicable. You can also request account deletion by email. Obtain a machine-readable copy of your personal data, which you can use with another service provider
- If (i) we are processing data in order to perform our contractual obligations to you or because you consented and (ii) that processing is carried out by automated means, we will help you to move, copy or transfer your personal data to other IT systems.
- If you request, we will supply you with the relevant personal data in CSV format. Where it is technically feasible, you can ask us to send this information directly to another IT system provider if you prefer. Make a complaint to a Supervisory Authority
- If you are unhappy with the way we are processing your personal data, please let us know by contacting us via our support services or by email.
- If you do not agree with the way we have processed your data or responded to your concerns, an alternative is to submit a complaint to a Data Protection Supervisory Authority. Contact information for the Information Commissioner's Office is available here: <https://ico.org.uk/>.

13. Third party websites

The website contains links to other websites. We are not responsible for the privacy policies of third party websites.

14. Financial Information

The website does not store your credit card and payment details on our server.

The website retains details of your purchases and purchased products in your profile, but no sensitive details relating to your payment methods are stored or handled by Loopmasters.

15. Contact

If you have any questions about this privacy policy or our treatment of your personal data, please write to us by email to support@loopmasters.com or by post to:

Loopmasters Ltd. 1 Regency Mews Silverdale Road Eastbourne BN20 7AB UK e-mail: support@loopmasters.com Tel/Fax: +44 (0)1323 411353

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