



License Agreement

Last Updated:

November 20, 2024

1. Introduction

The following License Agreement ("**Agreement**") governs the use of all products ("**Products**"), whether paid or free, offered on our website ("<https://stickz.co/>"). By purchasing, downloading, accessing, or using our Products, you agree to the terms outlined in this Agreement.

This Agreement applies to all users who obtain our Products directly through our website. If you do not agree to the terms of this Agreement or did not obtain the Products through our website, you are not permitted to use our Products for commercial or non-commercial purposes.

All Products bound by this Agreement include a copy of this License Agreement in the download folder. The Agreement may be updated periodically, and the most current version will always be available on our website. By continuing to use our Products after such updates, you agree to the revised terms.

For clarity, in this Agreement, "**we**", "**us**", and "**our**" refer to Stickz, and "**you**" refers to the user or purchaser of our Products.

The "**In plain English...**" sections included throughout this Agreement are provided solely for convenience and are not legally binding. They are intended to summarize key points and do not replace or modify the legally binding terms outlined in the main text.

2. Product Content Definitions

For licensing purposes, the content within our Products is categorized into three distinct types: "**SAMPLES**", "**PRESETS**", and "**PROJECT FILES**". Each type has specific licensing terms, as detailed in this Agreement.

- "**SAMPLES**" refer to individual audio elements such as drum hits, synth one-shots, loops, and MIDI files. These files may include, but are not limited to, formats such as ".WAV", ".MP3", and ".MID".
- "**PRESETS**" refer to sound settings specifically designed for software synth instruments such as Serum, Sylenth1, and others. These files may include, but are not limited to, formats such as ".FXP" and ".FXB".

- **"PROJECT FILES"** refer to Digital Audio Workstation (DAW) session files, such as those for FL Studio, Ableton Live, or Logic Pro. These files may include, but are not limited to, formats such as ".FLP", ".ALS", and ".LOGICX".

For convenience, all Products are organized into folders based on these categories. For example, the **"SAMPLES"** content will be found in a folder named "Sample Pack", **"PRESETS"** content in a folder named "Presets" or "Soundbank", and **"PROJECT FILES"** in a folder named "Project Files".

3. Usage Definitions

In addition to the specific product categories, this Agreement defines the following terms to clarify how our Products may be used:

- **"New Recordings"** refer to original musical compositions or audio productions created by you that incorporate our "SAMPLES" or "PRESETS" in combination with other musical or audio elements. These may include commercial music tracks, soundtracks, advertisements, or other original productions intended for distribution or public performance.
- **"Creative Works"** refer to original creations that integrate our "SAMPLES" or "PRESETS", such as multimedia projects, including but not limited to, films, advertisements, podcasts, and live performances. Creative Works must embody our content within a broader artistic or functional context and may not consist solely of isolated elements from our Products.

4. License Terms

Our Products are licensed, not sold, to you. By purchasing, downloading, or using our Products, you agree to the following terms:

4.1 General License Grant: You are granted a non-exclusive, non-transferable, perpetual license to use the SAMPLES and PRESETS in New Recordings and Creative Works. The PROJECT FILES are excluded from this license and are provided solely for educational purposes.

4.2 Royalty-Free Use: The SAMPLES and PRESETS are royalty-free, meaning you may use them in your original compositions and commercial or non-commercial projects without paying additional fees to us.

4.3 Permitted Uses: SAMPLES and PRESETS must be used as part of a New Recording or Creative Work. They must be integrated with additional musical or audio elements and cannot be used in isolation or as stand-alone sounds.

4.4 Prohibited Uses:

- SAMPLES and PRESETS may not be used to create any competitive product, including but not limited to, sound packs, virtual instruments, or sample libraries.
- SAMPLES and PRESETS may not be used for standalone sound effects or similar applications, such as in video games or multimedia projects, where they are not part of a broader composition or Creative Work.
- PROJECT FILES may not be used for commercial or non-commercial purposes, including but not limited to modification, reproduction, or redistribution.
- You may not sublicense, sell, share, rent, or redistribute any part of our Products, including SAMPLES, PRESETS, or PROJECT FILES, to third parties.
- You may not use SAMPLES or PRESETS as source material or training data for artificial intelligence or machine learning models.

4.5 Attribution and Likeness: You may not use our name, "Stickz," or the name or likeness of any contributors, artists, or vocalists included in our Products, without prior written consent.

4.6 Transfer of License: This license is personal to you and non-transferable. You may not transfer, assign, or sublicense it to any other individual or entity.

4.7 Compliance with Copyright Laws: All copying, uploading, file sharing, or unauthorized distribution of our Products is strictly prohibited and constitutes a violation of copyright law.

5. Originality

Original Content Guarantee

We are committed to providing original, high-quality content. The SAMPLES and PRESETS we offer are either created exclusively by us, provided under license from trusted partners, or derived from materials in the public domain (considered "copyright free"), such as classic analog drum machine sounds. We guarantee that our content is free of copyright infringement to the best of our knowledge.

Reporting Issues

If you have reason to believe that any content in our Products infringes on third-party rights, please contact us immediately using the email address at the end of this document. We will investigate promptly and, if necessary, take appropriate action, including removing the affected content, notifying any customer who purchased the affected product, and terminating our relationship with the sound designer who provided the "non-original" content.

6. Refunds

Refund Policy

We offer a restricted 30-day money-back guarantee. In the event of a refund, your license to the refunded Product will be permanently revoked. You will lose all rights to use the Product for commercial or non-commercial purposes.

Obligation to Delete

You are required to delete the refunded Product and all associated files from all devices, storage solutions, or backups to prevent unauthorized use. By accepting a refund, you agree to this obligation.

7. Governing Law and Dispute Resolution

This License Agreement is governed by and construed in accordance with the laws of Germany, excluding its conflict of law principles.

Exclusive Jurisdiction

Any disputes arising out of or in connection with this License Agreement shall be subject to the exclusive jurisdiction of the courts located in Germany.

Attempted Resolution

Before initiating any legal proceedings, the parties agree to make a good-faith effort to resolve disputes amicably through direct communication.

8. Contact Us

If you have any questions or concerns about this License Agreement, or if you need further assistance, please contact us via email at:

copyright@stickz.co