

TERMS AND CONDITIONS

Last Updated: November 22, 2024

Welcome to **Echorbit Audio** ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our website www.echorbitaudio.com (the "Site") and the purchase of products and services offered through the Site. By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use the Site.

1. Acceptance of Terms

By accessing or using our Site, you acknowledge that you have read, understood, and agree to be bound by these Terms, our [Privacy Policy](#), and our [Cookie Policy](#), which are incorporated herein by reference.

2. Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction to use this Site. By using the Site, you represent and warrant that you meet these eligibility requirements.

3. User Accounts

- **Registration:** To access certain features of the Site, you need to create an account by providing your first name, last name, email address, phone number, and address.
- **Account Security:** You are responsible for maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account.
- **Prohibited Activities:** Users are **not** permitted to upload any content, including products or photos, to the Site.
- **Account Termination:** We reserve the right to suspend or terminate your account at our sole discretion, without prior notice, for any reason, including violation of these Terms.

4. Products and Services

- **Offerings:** We offer digital products such as sound design libraries and stock music, as well as post-production services.
- **Purchases:** Users can purchase digital products and services directly through the Site.
- **Subscription Plans:** We do **not** currently offer any subscription plans.
- **Product Descriptions:** We strive to ensure that the information on the Site is accurate, complete, and current. However, we do not warrant that product descriptions or other content are error-free.
- **Availability:** All products and services are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products or services without notice.

5. Licenses and Usage Rights

- **Ownership:** All sound design libraries and stock music purchased from us are copyrighted by Echorbit Audio. Users are granted a license to use these products in accordance with the applicable End User License Agreement (EULA) and Multi User License Agreement (MULA).
- **License Access:** Both the EULA and MULA are accessible on the Site and included within the product folder.
- **Music License Types:**
 - **Standard License**
 - **Premium License**
 - **Exclusive License**
- **License Details:** Please check **End User License Agreement ECHORBIT AUDIO for Music Content**
- **Restrictions:** Users may not redistribute, resell, or share the products with third parties.

6. Pricing and Payment

- **Pricing:** Prices are listed on the Site and are subject to change without notice. All prices are in **EUR** unless otherwise stated. **Prices do include tax.**
- **Discounts and Promotions:** We offer discounts, promotions, and special offers from time to time. Terms and conditions for these offers will be provided separately.
- **Payment Processing:** All payments are processed securely through **Stripe**, a third-party payment processor. We do **not** store or have access to your credit card information.
- **Taxes:** All prices include applicable taxes.

7. Orders and Delivery

- **Order Acceptance:** Your receipt of an order confirmation does not signify our acceptance of your order. We may require additional verification before accepting any order.
- **Digital Downloads:** Upon successful payment, you will receive access to download the purchased digital products.
- **Download Limits:** Downloads may be limited to a certain number of attempts or time period.
- **Technical Issues:** If you experience technical issues while downloading, please contact us at contact@echorbitaudio.com for assistance.

8. Refunds and Returns

- **Digital Products:** Due to the nature of digital products, all sales are final. No refunds or exchanges will be provided once a product has been downloaded.
- **Exceptions:** In case of defective files or errors on our part, please contact us, and we will address the issue promptly.

9. Newsletter and Email Communications

- **Subscription:** Users can subscribe to our newsletter to receive regular updates, promotions, and news via email.
- **Opt-Out:** You may opt-out of receiving newsletters at any time by following the unsubscribe link in the emails or by contacting us at contact@echorbitaudio.com
- **Privacy:** Your email address will be used in accordance with our [Privacy Policy](#).

10. Intellectual Property Rights

- **Ownership:** All content on the Site, including text, graphics, logos, images, audio clips, and software, is the property of Echorbit Audio or its content suppliers and is protected by international copyright laws.
- **License to Use:** We grant you a limited, non-exclusive, non-transferable license to access and use the Site and its content for personal and commercial use in accordance with the terms of the license purchased.
- **Restrictions:** You may not reproduce, distribute, modify, create derivative works of, publicly display, or otherwise exploit any of the content on the Site without our prior written consent.

11. User Conduct

You agree not to:

- Use the Site for any unlawful purpose or in violation of any local, state, national, or international law.
- Upload or transmit any content (since users cannot upload content).
- Attempt to interfere with the security or integrity of the Site, or gain unauthorized access to user accounts or systems.
- Use any automated means to access the Site or collect any information from the Site (e.g., bots, spiders).

12. Advertising

We may display advertisements on the Site. The manner, mode, and extent of advertising are subject to change without specific notice to you.

13. Third-Party Links

The Site may contain links to third-party websites or services that are not owned or controlled by Echorbit Audio. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites.

14. Data Protection and Privacy

- **Personal Data Collection:** We collect personal information from users, including first name, last name, address, and phone number, to provide and improve our services, process transactions, and communicate with you.
- **Data Security:** We take reasonable measures to protect your personal information.
- **Privacy Policy:** For more details on how we collect, use, and protect your personal information, please review our [Privacy Policy](#).
- **Cookie Policy:** Our use of cookies and similar technologies is described in our [Cookie Policy](#).

15. Disclaimer of Warranties

The Site and all content, products, and services provided are on an "AS IS" and "AS AVAILABLE" basis. We make no warranties, express or implied, regarding the Site or its content.

16. Limitation of Liability

To the maximum extent permitted by law, Echorbit Audio shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues.

17. Indemnification

You agree to indemnify, defend, and hold harmless Echorbit Audio, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of your use of the Site or violation of these Terms.

18. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Estonia, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Estonia.

15. Force Majeure

Echorbit Audio shall not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, natural disasters, or governmental actions.

16. Dispute Resolution

In the event of any dispute arising out of or relating to these Terms, the parties agree to attempt to resolve the dispute through good-faith negotiation. If the dispute cannot be resolved amicably, it shall be submitted to the exclusive jurisdiction of the courts of Estonia.

17. Assignment

We may assign or transfer our rights and obligations under these Terms to another entity in the event of a merger, acquisition, or sale of assets. You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent.

18. Waiver

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

19. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

20. Electronic Communications

By using the Site, you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site.

21. Language

These Terms and any related documents are written in English. Any translations are provided for convenience only. In the event of any conflict between the English version and a translated version, the English version shall prevail.

22. Entire Agreement

These Terms, along with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Echorbit Audio regarding your use of the Site and supersede all prior agreements.

23. Contact Information

If you have any questions about these Terms, Privacy Policy, or Cookie Policy, please contact us:

- **Email:** contact@echorbitaudio.com
- **Address:** Harju maakond, Tallinn, Kesklinna linnaosa, Veskiposti tn 2-1002, 10138, Estonia
- **Phone:** +90 (531 570 04 17)

DISCLAIMER

This Terms and Conditions document is provided for informational purposes only and does not constitute legal advice. While efforts have been made to ensure its accuracy and completeness, we recommend consulting a qualified legal professional to ensure compliance with all applicable laws and regulations.