

# Terms & Conditions

Fingerprint Audio Production is a self employment collective operated by Michael Boga and Fabien Guerra. It aims to sell digital high end cinematic sound libraries and virtual instruments via digital download on their website [www.fingerprint-audio.com](http://www.fingerprint-audio.com).

These terms and conditions ("Terms", "Agreement") are an agreement between Website Operators, two independant contractors :

Michael Boga

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AND

Fabien Guerra

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fabien.guerra@gmail.com

Affiliate number OCAS Genève : 1681090,

hereafter « Website Operators », « Fingerprint Audio Production », "us", "we" or "our",

AND

You,

hereafter « User », « you » or « your ».

This Agreement sets forth the general terms and conditions of your use of the fingerprint-audio.com website and any of its products or services (collectively, "Website" or "Services").

## 1. Products

We provide you with different ranges of products (hereafter « Product », or « Service », used in either singular or plural form), made available free of charge or against payment :

« SOLE » is a Kontakt virtual instrument. It features acoustic instruments (piano, celesta, verrophone, cymbal, war drums, electric guitar), braams, downers, hits, pings, pulses, tempo-synced risers, shepard tones, signatures, synths and whooshes. This product costs 129\$ on our webstore via digital download.

For the following products : SOLE, the process below applies.

You will need to add the product to your cart and then select your payment method : credit/debit card or Paypal. Before You place your order, You must confirm your acceptance of this Agreement and conditions as well as our Privacy Policy.

If you choose to pay with credit/debit card via Stripe, after the purchase is completed, you will receive an invoice mail containing the links to your digital downloads and be redirected to our « Thanks for your purchase » Website page on which you will find the links to your digital downloads.

If you choose to pay with Paypal, you will be redirected to your Paypal account and need to proceed to payment. After finalizing your payment, you will be redirected to our « Thanks for your purchase » Website page on which you will find the links to your digital downloads. You will also receive an email of confirmation from the Website containing the links to your digital downloads. You will also get an email of confirmation of transaction from Paypal.

In both cases, as soon as you receive the email containing the download link, you can download the works for thirteen (30) days.

## 2. Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period).

Sensitive and private data exchange happens over a SSL secured communication channel and is encrypted and protected with digital signatures, and our Website is also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users. Scans for malware are performed on a regular basis for additional security and protection. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

There are no refunds on digital products. FINGERPRINT AUDIO PRODUCTION only sells digital products and all purchases are final. Any assistance with your purchase can be sent via email through our contact email.

## 3. License agreement

The Contents including Website content (such as logo, photographs, visual designs), audio files and data files contained within the Library («Library» is a collection of sounds that are accessible via digital download on the Website ) or the Website via download are proprietary and copyrighted.

This copyright is protected under Swiss and International copyright law. Website Operators own and reserve all rights, except for those specifically granted by the license agreement below.

This document is a non-exclusive, non-transferable license agreement between you and Website Operators. Please read these terms carefully before using the product. If you choose not to accept this Agreement, do not use the product. By using any part of the contents, you are agreeing to the following terms:

1. The contents may only be used by only one (1) user or entity (enterprise, team, association...) at any one time.
2. The contents may be used, modified, and incorporated in your work. You must accept the Contents “as is” with no express or implied warranty.
3. The Contents may not be used with or within a production involving promotion or exploitation of illegal affairs.
4. You may not sell, redistribute, incorporate in a product or give away the contents of this Library. The contents may not be shared to any third parties nor sold, sublicensed, lent, given, or transferred. You may not allow the contents to be accessed by individuals that have not purchased the library.
5. You agree to indemnify and hold harmless Website Operators and all of its officers, directors, employees and agents (hereafter « Those Indemnified ») for any and all losses, damages, liabilities, claims, costs or expenses, including reasonable attorneys' fees, incurred directly or indirectly by Those Indemnified in connection with the use of the Contents or Website Data for any unlawful, unauthorized or prohibited purpose.
6. The contents are royalty free and may be published, broadcasted and distributed across all media types, except where noted by illegal use or selling in a collection.

#### 4. Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or the content that we make available to you on the Website or that we transfer to you by any mean: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service, including Website, or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### 5. Disclaimer of warranty

You agree that your use of our Website or Services is solely at your own risk. You agree that such Service is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

#### 6. Limitation of liability

To the fullest extent permitted by applicable law, in no event will Website Operator, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Website Operator has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Website Operator and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Website Operator for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## 7. Indemnification

You agree to indemnify and hold Website Operator and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any willful misconduct on your part.

## 8. Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or on any related Service is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or on any related Service has been modified or updated.

## 9. Links to other websites

Although this Website may link to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, Website Operator will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

## 10. Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## 11. Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Switzerland without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Switzerland. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Switzerland, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## 12. Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third-party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

### 13. Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

### 14. Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

### 15. Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to [info@fingerprint-audio.com](mailto:info@fingerprint-audio.com).

This document was last updated on July 4th, 2021