

Terms Of Service

PLEASE READ CAREFULLY BEFORE USING THE WEBSITE OR ACCESSING THE SERVICES

Terms Of Service

1. Introduction

1.1. These Terms of Service FORM THE CONTRACT BETWEEN you and AudioStack, and set out the terms on which you may use the Website and make use of any AudioStack API or any other interface made available from time to time to access our Services.

1.2. In order to register with AudioStack as a subscriber you must accept these Terms of Service and our Acceptable Use Policy as part of the registration process.

1.3. The definitions in these Terms of Service are set out in clause 17 at the end of these Terms of Service.

2. Information about Us

AudioStack is operated by Aflorithmic Labs Ltd, a limited company registered in the United Kingdom under Company number 11850770 whose registered office is WH3.15 East London Works, 75 Whitechapel Road, London, E1 1DU, United Kingdom. Our VAT Number is GB341112752.

3. Subscription to the Services

3.1. In order to use the API and access the Services you must first register with AudioStack as a Subscriber. To become a Subscriber, you must complete all of the required fields set out in the registration process accessed via the Website, and complete the Order Form selecting those Services you wish to subscribe for. The Order Form may contain additional terms for specific Services.

3.2. We may request your payment card details at the stage of initial registration but if we do not, we may ask for them at a later stage. We reserve the right to suspend provision of the Services until such time as we have valid payment card details on record.

3.3 Your use of our Services is subject to these Terms of Service and Our Acceptable Use Policy available at www.audiostack.ai/legal.

3.4. Your Subscription with AudioStack will be on-going unless ended in accordance with these Terms of Service.

3.5 You agree not to reproduce, duplicate, copy or re-sell any part of the Services.

3.6. We reserve the right to deactivate any accounts and end any subscriptions which have not been used for six months or more, or any accounts which we reasonably determine to contain false information. Fake profiles are not permitted.

4. Subscriber Account and Password

4.1. When you choose a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third parties or authorise others to use your Subscriber account, except to those people within your organisation who need to access your Subscriber account for the purposes of accessing the Services.

4.2 You may not assign or otherwise transfer your Subscriber account to any other person or entity. If you know or suspect that anyone other than those permitted under clause 4.1 has obtained your Servicer identification code or password and/or has accessed your Subscriber account, you must immediately notify us at support@audiostack.ai and change your password.

4.3. We have the right to disable any user identification code or password, at any time if, in our reasonable opinion, you or your End Users have failed to comply with any of the provisions of these Terms of Service or Acceptable Use Policy.

4.4. You are responsible for the acts and omissions of any third parties who use your user identification code or password to access your Subscriber account, whether fraudulent or not.

5. The Services

5.1. The Services are set out on the Website or otherwise provided by AudioStack from time to time. You may only use the Services for lawful purposes and must comply with these Terms of Service and Our Acceptable Use Policy at all times.

5.2. You agree not to reproduce, duplicate, copy or re-sell any part of the Services in contravention of these Terms of Service and our Acceptable Use Policy.

5.3. During the term of your Subscription and subject to your compliance with these Terms of Service and our Acceptable Use Policy, you may use the API in order to interface the Services with your Subscriber Platform.

5.4. You must follow the instructions and guidance provided by us on the Website when you interface the Services with your Subscriber Platform and, to the extent that you do not, we will not be liable for any impact whatsoever that may have on the provision or receipt of the Services.

6. Linking to AudioStack

6.1. You may link to our website (AudioStack.ai), provided that you do so in a way that is consistent with these Terms of Service and our Acceptable Use Policy.

6.2. We reserve the right to withdraw linking permission without notice.

6.3. Where the Website contains links to other sites and resources provided by third parties who are not under our control, these links are provided for your information only. We have no control over, and assume no responsibility for, the content of those sites or resources or their availability. Any such links should not be interpreted as endorsement by us of those sites and we will not be liable for any loss or damage that may arise from your use of them.

7. Charges

7.1. The Charges payable by you for accessing the Services shall be calculated on the basis set out on the Website from time to time.

7.2. The Charges are payable at the intervals set out on the Website and will (unless indicated otherwise by us) be paid via our chosen payment processor using the payment card details provided by you. AudioStack does not store any payment card details.

7.3. We reserve the right to suspend the provision of the Services in the event that Charges are not paid when due and to charge interest at 4% above the Bank of England base rate per month for all overdue payments of our Charges.

7.4. Unless expressly stated otherwise, Charges are exclusive of all applicable taxes. We reserve the right to change the Charges at any time on one month's written notice to you (including by email). If you do not wish to continue with your subscription under the new Charges, you may end it in accordance with clause 15.1.

8. Data Protection

8.1. Please refer to the privacy notice at www.audiostack.ai/legal for our current privacy notice. This notice may be updated from time to time and so should be reviewed on a regular basis.

8.2 Both parties will comply with all applicable requirements of the Data Protection Law, and acknowledge that for the purposes of the Data Protection Law, the Subscriber is the data controller (or, in respect of End Customer Personal Data, the data processor) and AudioStack is the data processor of the Personal Data. Clause 8.7 sets out the scope, nature and purpose of our processing, the duration of the processing and the types of Protected Data and categories of data subject.

8.3 You will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to us for the duration of your Subscription.

8.4 We will, in relation to any Personal Data we process in connection with our provision of the Services:

8.4.1 only process Personal Data using the appropriate technical and organisational measures to protect against unauthorised or unlawful processing

of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, Pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.4.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

8.4.3 not transfer any Personal Data outside of the UK or the European Economic Area unless the following conditions are fulfilled:

- (i) we have provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) we comply with obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) we comply with your reasonable instructions notified to it in advance with respect to the processing of the Personal Data;

8.4.4 assist you at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.5.5 notify you without undue delay on becoming aware of a Personal Data breach; and

8.5.6 delete or return Personal Data and copies thereof to the Customer on termination of the Subscription unless otherwise required by the Data Protection Laws.

8.6 You consent to us appointing third parties as a third-party processor of Personal Data under the Terms of Service (whether within or outside the EU/UK but subject to Clause 9.3/3) in order to enable us to deliver the Services. We confirm that we have entered/ will enter with the third-party processor into a written contract substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in these clauses 8.2 to 8.5. As between you and AudioStack, we will remain fully liable for all acts or omissions of any third-party processor it appoints pursuant to this clause 8.6.

8.7 The scope and nature of our processing consists of any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration,

retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means). The purpose of our processing is to deliver the Services under these Terms of Service, we will carry out the processing for the duration of your Subscription.

9. Changes to these Terms of Service and the Services

9.1. We may revise these Terms of Service at any time.

9.2 We may issue updates to the API from time-to-time. Depending on the update, you may not be able to use the Services until you have implemented the latest version of the API in accordance with our instructions and accepted any new terms.

9.3. We may update the Services from time to time and may change the content provided at any time. We make no representations, warranties or guarantees, whether express or implied, that the Services are up-to-date or that the content provided is accurate or complete.

9.4. We may suspend, withdraw, discontinue or change all or any part of the Services without notice. We will not be liable to you if, for any reason, all or any part of the Services are unavailable at any time or for any period.

10. Relationship with End Users

10.1. You acknowledge that AudioStack has no direct contractual or other relationship with End Users and that you are entirely responsible for ensuring that the contractual arrangements with End Servicers are appropriate to allow for the provision of the relevant Services to them in accordance with these Terms of Service and that End Users are bound by obligations in respect of the receipt of the relevant Services that are no less restrictive than those set out in these Terms of Service. You undertake to ensure that End Users comply with the provisions of Our Acceptable Use Policy.

10.2. You are liable to AudioStack for the acts and omissions of End Users accessing the relevant Services through the Subscriber Platform, as if they were your own acts or omissions.

11. Submitted Content

11.1. All Submitted Content that you or any End User submits to AudioStack from time to time is solely your responsibility and we take no responsibility for it whatsoever, including for its accuracy, completeness or suitability for use in the Services.

11.2. You confirm that your Submitted Content will comply with these Terms of Service and our Acceptable Use Policy. We reserve the right to refuse to process and to remove any Submitted Content which, in our sole opinion does not comply with our Content Standards or which infringes or breaches any IP Rights of any other person, or any person's right to privacy, confidentiality or other legal right (including a contractual right).

11.3. We will hold such Submitted Content securely, keep it confidential, will not disclose it to any other person and will not use it except for the purposes of providing the Services to you and your End Users under these Terms of Service. If your Subscription is terminated, we will delete any Submitted Content.

11.4 You grant us permission to use all Submitted Content for the purposes of fulfilling our obligations under these Terms of Service. You also grant us permission to use Submitted Content (provided that it has been Pseudonymised) for our own business purposes, which permission shall survive termination of your Subscription.

11.5. Our Acceptable Use Policy applies to any and all Submitted Content, and to any interactive services associated with the Website or the Services.

12. Intellectual property rights

12.1. Whilst you or your End User(s) submitting the Submitted Content (or their relevant licensors) will retain ownership of the IP Rights subsisting in such Submitted Content, you hereby:

12.1.1. grant to us (or, as relevant, agree to procure the grant to us of) a licence to use such Submitted Content in accordance with these Terms of Service;

12.1.2. warrant and undertake that you and/or your End Servicers are duly authorised to submit the Submitted Content to us and that the use of Submitted Content in the Services will not breach a third party's rights including without limitation any IP Rights or rights in confidential information. You agree to indemnify us in respect of any loss or damage (including legal fees) incurred by us in the event of a breach of this clause 12.1.2; and

12.1.3. agree that Submitted Content may become part of a database and that we will own the rights in that database.

12.2. Except for Submitted Content, we are the owner or the licensee of all IP Rights in the Services (including without limitation in the API and the AudioStack platform) and in the material published on it.

12.3. Our status (and that of any identified contributors) as the authors of the content provided by us on AudioStack must always be acknowledged in such form as we may reasonably require.

12.4 You hereby grant us a non-exclusive, royalty-free, worldwide, transferrable, sub-licensable, perpetual and irrevocable licence to use your name and logo on the AudioStack website, in our marketing materials and in our case studies for the purposes of promoting the AudioStack platform and services.

13. Limitation of liability

13.1. Nothing in these Terms of Service excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent

misrepresentation, or any other liability that cannot be excluded or limited by English law.

13.2. In relation to the use of the Services by you and your End Users, to the extent permitted by law, we exclude all warranties, representations or other terms which may apply to the Services, whether express or implied. In particular, we give no warranty or guarantee that the Services will meet your needs or those of your End Users, or that the receipt of the Services will benefit, or be suitable for, you or your End Users in any way.

13.3. We will not be liable for any loss or damage whatsoever, arising out of or in connection with the following: loss of profits, sales, business or revenue; loss of agreements or contracts; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; loss of Service or corruption of software, data or information; or any indirect or consequential loss or damage.

13.4. We do not guarantee that the Services will be secure or free from bugs or viruses and we will not be liable for any loss or damage caused by a Virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or on any website linked to it.

13.5. Subject to clauses 13.1 to 13.3, our total liability to you, arising under or in connection with these Terms of Service including the receipt of the Services shall, in any given 12 month period during the Subscription period, be limited to the amount of the Charges paid by you during that period (or where liability arises in the first 12 months of your Subscription period then the amount of Charges that would have been payable in that 12 month period)

14. Confidentiality

14.1 Each party will protect the Confidential Information of the other party by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature.

14.2 Confidential Information may be disclosed by the recipient to its employees, group of companies, professional advisers, contractors and its End Customers on a need to know basis provided that they are bound to maintain confidentiality on terms no less stringent than this Clause 14 or if it is required to be disclosed by law, court order or any governmental or regulatory authority, provided that, where permitted by law, the recipient notifies the other party.

14.3 Upon termination of your subscription, each party shall deliver to the other or destroy, and you shall procure that your End Customers deliver and destroy all Confidential Information belonging to AudioStack. We may retain Confidential Information where required by applicable laws or to evidence delivery of the Services to you.

15. Ending your Subscription

15.1. You may end your Subscription at any time by using the relevant section of the Website. Your Subscription and your right to receive the Services will end immediately, but you acknowledge that you will not receive any refund of Charges already paid in relation to the remainder of the relevant payment period. Furthermore, if at the date of termination, you owe us any Charges (for instance because in the period prior to termination you have exceeded the Service volume under any pre-paid sums), we will take payment for such sums via our chosen payment processor or issue an invoice to you for payment.

15.2. If, in our reasonable opinion there has been a breach of these Terms of Service or our Acceptable Use Policy through your or your End Users' use of the Services we may withdraw your right to use the Services and/or remove any Submitted Content without notice on a temporary or permanent basis.

15.3. If your Subscription ends for any reason you must immediately cease using the Services, delete or remove the API from the Subscriber Platform and destroy all copies of the API in your possession or control and (if requested by us) certify that you have done so.

16. Applicable law

16.1. These Terms of Service and our Acceptable Use Policy, their subject matter and their formation, are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

17. Definitions

In these Terms of Service, the following terms shall have the following meanings;

“we”, “us” and “our”: means Audiostack.

“you” and “your”: means the Subscriber.

“Charges”: means the charges for the Services as set out on the Website.

“Confidential Information”: means any information, prices, data, practical knowhow and documentation which the recipient receives from the discloser except information which is (a) in the public domain (b) received by the recipient from an independent third party who has full right of disclosure (c) independently developed by the recipient or (d) known to the recipient prior to the disclosure.

“Content Standards”: means the requirements for Submitted Content set out in the Acceptable Use Policy.

“IP Rights”: means patents, rights to inventions, copyright and related rights, trade names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets and any other intellectual property rights, whether registered or unregistered and all equivalent rights in any part of the world.

“Data Protection Law”: means the General Data Protection Regulation ((EU) 2016/679) the Data Protection Act 2018 (“UK GDPR”) and any other equivalent data protection laws that apply to any activities covered by these Terms of Service. Defined terms in the UK GDPR shall apply in these Terms of Service.

“End User”: means those customers of the Subscriber who receive the benefit of the Services.

“Order Form”: means the form available on the Website, to be completed by you to specify the Services you wish to subscribe for.

“Services”: means the services provided by AudioStack as detailed in the Website.

“Sounds” means audio loops, samples, sound effects and musical phrases created or recorded for the Licensor;

“Sound Templates” means templates that combine Sounds into sound designs; and

“Tools” means any part of the AudioStack API and/or Platform that combines or adjusts Sounds, Sound Templates, Written Content and Voices.

“Submitted Content”: means the information, documents, text and other materials that the Subscriber and its End Servicers submit to AudioStack.

“Subscriber Platform”: means the Subscriber’s website, application, database or other services enabling it and End Servicers to access the Services.

“Tools”: means any part of the AudioStack API and/or Platform that combines or adjusts Sounds, Sound Templates, Written Content and Voices.

“Website”: means AudioStack’s website at AudioStack.ai and all other websites and interfaces operated by AudioStack.

18. AudioStack Sound Template General Licence Agreement

This Sounds Template Licence (“Agreement”) applies in addition to the Terms of Service and covers all use of Sound Templates and Sounds, as defined in clause 17

(Definitions). By using or accessing our Sound Templates and/or Sounds, you agree to be bound by the terms of this Agreement in addition to the Terms of Service. If you are using our Sound Templates and/or Sounds for an organisation, you are agreeing to the terms of this Agreement on behalf of that organisation. Please note that users on a paid AudioStack plan are subject to different terms of use under our Commercial Licence Agreement, which can be found below this Agreement.

There are two types of Sound Templates currently provided by AudioStack - “demo” templates and standard AudioStack templates. This agreement does not cover your use of sounds uploaded to / stored by AudioStack by / on behalf of you or your organisation.

For more information about your own sound and data, see our Terms of Use and Privacy Policy.

19.1 “Demo” Sound Templates

“Demo” templates are Sound Templates provided to AudioStack by a third party for the purpose of demonstrating software functionality. These templates remain the property of their original creators, and are provided for non-commercial use by end users for the purpose of testing or demonstrating AudioStack functionality only. Audio assets created using “Demo” Sound Templates may not be downloaded, shared, reproduced, distributed or broadcast, excluding in the case of demonstrating the functionality of AudioStack software.

19.2 AudioStack Sound Templates

All standard AudioStack Sound Templates and Sounds remain the property of AudioStack and are licensed to you, as the original end-user, for your use subject to the provisions below. All rights not expressly granted herein are reserved exclusively by Licensor.

You may use the Sounds and Sound Templates for non-commercial music and audio projects, not-for-profit podcasts, vlogs and video backing tracks without our prior permission provided that you adhere to the terms of this Agreement. You are given a non-exclusive, world-wide, royalty-free, , non-transferable, non-assignable and non-sublicensable licence to use and modify the Sounds and/or Sound Templates but ONLY in the context of a non-commercial creative project.

You are prohibited from broadcasting the Sounds and/or Sound Templates (in whole or in part, or any modification thereof) under this Agreement. This includes using the Sounds and/or Sound Templates in TV advertisements, radio advertisements, in TV shows and feature films.

You acknowledge that all copyright and any other intellectual property rights in the Sounds and Tools belong and shall continue to belong to Licensor, and that you shall have no rights in or to the Sounds and Tools other than the rights expressly granted by this Agreement. Provided that you are in compliance with this Agreement, you may copy, modify, reproduce, distribute and transmit Sound Templates and Sounds within your non-commercial creative projects.

If you wish to use AudioStack Sounds or Sound Templates for broadcast purposes, you require the prior written permission of the Licensor - please contact us if this is the case.

19.3 General terms

To the fullest extent permitted by law, you shall indemnify us from all and any reasonable costs, losses, liabilities and damages incurred or suffered by us which arise out of or connected with a claim resulting from your use (or mis-use) of our Sounds and/or Sound Templates or third party intellectual property which you do not own or properly licence. You acknowledge that other users may use the Sounds and/or Sound Templates in their own projects subject to the respective Agreement(s) and you may not prevent other users or organisations from doing so.

The Sounds and Sound Templates are provided “as is” and “as available”. To the fullest extent permitted by law we do not warrant that the Sounds and Sound Templates are non-infringing, reliable, error-free, or will meet your requirements and in no event will AudioStack be liable to you for any direct, indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your use of the Sounds and/or Sound Templates. Our Sounds and Sound Templates may be updated, removed, replaced, or otherwise amended, at all times, with or without any notice to you. You accept that the Sounds and Sound Templates that are available at any given time might not be available in future. Content types and descriptions, such as genres, categories, moods etc., are provided for your convenience only and we do not guarantee that they are accurate or complete. All rights granted under this Agreement are non-exclusive, non-transferable and non-assignable and may not be sub-licensed other than as expressly stated under

this Licence. Nothing in this Agreement constitutes a partnership or joint venture between you and us. This Agreement shall be governed by the laws of England and Wales, the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

We reserve the right to change this Agreement at any time, in our sole discretion. By continuing to use the Sound Templates after changes to this Licence have been made you are expressing and acknowledging your acceptance of the changes. If you have any queries, questions or customer service inquiries regarding this Agreement, please contact us at support@audiostack.ai.

19.4 AudioStack Sound Template Commercial Licence Agreement

This Sounds Template Licence (“Agreement”) applies to all users with active AudioStack plans. This Agreement covers your use of Sound Templates and Sounds, as defined below, and supersedes the General Licence Agreement to which everyone who interacts with AudioStack content is subject. By using or accessing our Sound Templates and/or Sounds, you agree to be bound by the terms of this Agreement. If you are using our Sound Templates and/or Sounds for an organisation, you are agreeing to the terms of this Agreement on behalf of that organisation.

As an AudioStack user (referred to as “Licensee”, “you”, “your”), you are provided with a library of Sound Templates by Aflorithmic Labs Ltd (trading as “AudioStack”, company number 11850770)(East London Works Unit 3.15, 75 Whitechapel Road, London, Greater London, England, E1 1DU) which you may download and/or use only subject to following the terms of this Agreement. In this Agreement, “Licensor”, “we”, “us” and “our” mean Audiostack, “Sounds” means audio loops, samples, sound effects and musical phrases created or recorded for the Licensor (the “Sounds”); “Sound Templates” means templates that combine Sounds into sound designs.

19.5 AudioStack Sound Templates

All standard AudioStack Sound Templates and Sounds remain the property of AudioStack and are licensed to you, as the original end-user, for your use subject to the provisions below. All rights not expressly granted herein are reserved exclusively by Licensor. You may use the Sounds and Sound Templates for non-commercial music and audio projects, podcasts, vlogs and video backing tracks without our prior permission provided that you adhere to the terms of this Agreement. Additionally, you may use the Sounds and Sound Templates for commercial music and audiovisual projects. This includes use within company websites, marketing materials, online advertising, podcasts and client demonstrations and pitches, providing that your organisation’s annual revenue does not exceed USD one hundred (100) million per annum at group level.

You are given a non-exclusive, world-wide, royalty-free, non-transferable, non-sublicensable and non-sublicensable licence to use and modify the Sounds and/or Sound Templates but ONLY in the context of a non-commercial creative project, or a commercial project as described above.

You cannot transfer, upload or otherwise distribute or make available all or any of the Sounds and/or Sound Templates (in whole or in part, or any modification thereof) to anyone, except to the extent that they are incorporated into your creative projects. You may not use the Sounds and/or Sound Templates for broadcast purposes (such as broadcast ads, TV, radio or film) under this Agreement. Individual creators may use the Sounds and/or Sound Templates for podcast content and audiobooks but platforms distributing content on behalf of other creators may not. If your organisation's revenue exceeds USD one hundred (100) million annually at group level, or if you wish to use AudioStack Sounds or Sound Templates for broadcast purposes or as part of your platform, you must contact us to arrange a broadcast licence or specific contract before using the Sounds/ Sound Templates for these purposes. If you are unsure whether your situation is covered by this Agreement, please contact us at support@audiostack.ai.

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