

# Terms & Conditions

Please read these Terms and Conditions carefully before using our Filmmaker Pro mobile application (the "Service").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## Content

Our Service allows you to create and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you create using our Service, including its legality, reliability, and appropriateness.

You retain any and all of your rights to any Content you create using the Service and you are responsible for protecting those rights.

You represent and warrant that the Content is yours (you own it) or you have the right to use it.

## Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Filmmaker Pro and its licensors. The Service is protected by copyright, trademark, and other laws of both the US and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Filmmaker Pro.

# Limitation Of Liability

In no event shall the Service be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

# Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

# Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

# Contact Us

If you have any questions about these Terms, please contact us at [support@filmmakerproapp.com](mailto:support@filmmakerproapp.com).

# Epidemic Sound – End-User License Terms

1. Any use of Epidemic Sound’s music pieces and/or sound effects made available in Filmmaker Pro (the “Licensed Works”) by you as the end-user of Filmmaker Pro (“End-User”) is subject to these End-User License Terms. For the avoidance of doubt, if you have a subscription or otherwise have been granted a license directly from Epidemic Sound, such subscription or license might grant you additional rights, e.g. commercial use rights and the right to monetize on your content.
2. Subject to the limitations and restrictions set forth below, you as the End-User are hereby granted a non-exclusive, non-transferable, and non-sublicensable license for your own personal, non-commercial use (meaning that you cannot use the Licensed Works in advertisements or otherwise to promote an organization or a brand, or any service or product):
  1. to make copies (including the synchronization right) of the Licensed Works for the purposes of including them, in whole or part, with your personal audiovisual productions (“End-User Productions”) during such time as such Licensed Works are available within Filmmaker Pro; and
  2. in perpetuity, to make any End-User Productions created in Filmmaker Pro containing any Licensed Works available worldwide within Filmmaker Pro and on your own social media channels.
3. You may only use the Licensed Works under and subject to the rights and licenses granted under or in accordance with this Agreement, for the purposes of creating End-User Productions. All rights not expressly granted hereunder are reserved. In particular and without limiting the generality of the foregoing, you are not entitled to:
  1. use any Licensed Work in (i) TV shows, (ii) feature films or

documentaries, (iii) radio/podcast productions or similar, (iv) vignettes/theme songs, (v) corporate identification material (meaning sound-logos) or (vi) advertisements/commercials (meaning productions published within paid media space, such as, but not limited to; TV/cinema/radio/podcast commercials, out-of-home displays, and online pre/mid/post-rolls);

2. use any Licensed Work in connection with any material that is defamatory, illegal or inciteful of an illegal act; immoral; racist; hateful or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; constitutes encouragement of violence or use of weapons or that constitutes disinformation; pornographic; or in a manner or context that otherwise violates any rights of anyone associated with the any Licensed Works or that otherwise violates any rights of anyone associated with the any Licensed Works and/or any third party. You shall comply with any applicable laws and regulations. Moreover, you may not use any Licensed Works in connection with sensitive subjects. Sensitive subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate or elected official; and “adult videos” and promotion of adult entertainment venues, escort services, or the like;
3. change or edit any Licensed Works or parts thereof, but you may cut and loop them, as well as fade in and out Licensed Works, as required for inclusion in your End-User Productions;
4. make available, or in any other way exploit any Licensed Work:
  1. for the purpose of making the Licensed Work (in whole or in part) available on a stand-alone basis, hence without being synchronized with an End-User Production in accordance with the purposes of this Agreement,

including, but not limited to, uses where complete or almost complete Licensed Works, on their own or as part of a compilation, are combined with accompanying visual/narrative elements that are of subordinate importance (such as still image(s), panning motions or other limited animation/video/audio) or where the production is tantamount to use of the Licensed Works on a standalone basis, and/or uses of any Licensed Work(s) in an End-User Production for the purpose of creating a music listening

experience;

2. in any way that is intended to allow third parties to download and/or otherwise access or use the Licensed Works on a stand-alone basis, including without limitation in any digital templates or other applications enabling end users to

synchronize or otherwise combine the Licensed Works with other content, or in any manner enabling users to create or order on-demand products (such as electronic greeting cards or ringtones) or make the Licensed Works available in any physical products (e.g. in speakers); or

3. in any way to repackage the Licensed Works or upload/use them (in whole or in part) as for example audio samples, sound libraries, sound effects, music beds or upload them in any music recognition systems for any purpose and/or in any way use, distribute or otherwise exploit the Licensed Works your property.

5. incorporate the Licensed Works in End-User Productions that are produced for the purpose to be used, licensed, sold or in any other way exploited by any third party; or

6. incorporate any End-User Production containing any Licensed Works in a software application or video game.

4. All rights and licenses granted hereunder are non-exclusive, non-

transferable, non-assignable and non-sublicensable. 5. When making End-User Productions available to the public you must provide credits - to the extent reasonably possible, in relation to uses where it is standard practice to do so or if credits are provided for other music or content providers - in a form substantially similar in form and substance to the following: "Artist's Name / Title of Music Pieces / courtesy of Epidemic Sound". The above credit will, if possible, be displayed as a hyperlink to [www.epidemicsound.com](http://www.epidemicsound.com).

6. You acknowledge and agree that you may not allow and receive remuneration from the display of advertisements, premium pro-rata revenues or other substantially similar forms of monetization, in connection with making available the End-User Productions on social media or other platforms, such as YouTube, offering such possibility (i.e. monetize). Epidemic Sound, as a third-party beneficiary to this Agreement, has the sole right, during and after the term of this Agreement, to monetize on End-User Productions on all channels and platforms. This means that when making your End-User Productions available, you may receive a monetization claim from Epidemic Sound, and you undertake not to dispute such claim. If you wish to be able to monetize your productions, you can find other licenses on the Epidemic Sound website.

7. Limitations of Liability. Tinkerworks Apps and Epidemic Sound's total aggregate liability to you arising from your use of Licensed Works shall be limited to USD ten thousand (\$10,000). FOR CLARITY, YOU UNDERSTAND AND AGREE THAT THIS CAP SHALL EXTEND TO EPIDEMIC SOUND AB AND ITS AFFILIATES, WHICH ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THE TERMS AND CONDITIONS OF YOUR LICENSE TO THE LICENSED WORKS.