

HAL

Terms & Conditions

End-user License Agreement

A) Legal Notice

HAL is a POLY SON POST PRODUCTION brand. POLY SON POST PRODUCTION is a company registered in FRANCE (SIRET: 43234606200024), whose head office is located at 49 rue de Bagnolet, 75020 Paris (France), and which can be reached at the following telephone number: +33 (0)1 83 62 66 09 and at the following email address: support@hal-audio.com.

B) General Terms and Conditions of Use

1. Definitions

"**GCU**": means the present general conditions of use of the Site that all Users must respect.

"**Site**": the HAL website accessible at the following URL address: www.hal-audio.com.

"**User**": any person using the Site.

2. Purpose

The purpose of these GTU is to govern the conditions under which the User uses the Site.

By using the Site, the User accepts the present GCU. These are applicable throughout the duration of use of the Site.

The version of the GCU currently online on the Site is the only one applicable and enforceable against the User until a new version replaces it. HAL reserves the right to modify at any time the present CGU which will come into force as soon as they are published on the Site.

No tolerance on the application of the provisions of the GCU can be interpreted as a waiver by HAL to apply them.

If any provision of these CGU is or becomes invalid under any present or future law, it shall be deemed void without affecting the validity of the remaining provisions hereof.

3. User's obligations

The User undertakes to browse the Site in compliance with the instructions that appear on his screen. The User agrees not to make any use of the Site that would contravene the regulations in force and more generally that would undermine public order, good morals, the interests, reputation and or image of HAL and the rights of third parties.

In particular, without limitation, the User undertakes to respect the following rules when using the Site:

- comply with the laws in force and respect the rights of third parties, as well as the present contractual stipulations;
- to use the Site in a loyal manner, on a personal basis and in accordance with the legal and regulatory provisions and practices in force;
- to respect the intellectual property rights relating to the content provided by HAL as well as the intellectual property rights of third parties. Consequently, the User is prohibited from reproducing and/or communicating to the public all or part of the contents published on the Site;
- not to divert or attempt to divert any of the functionalities of the Site outside its normal use as defined herein;
- not to use a software robot or any other process or equivalent automated tool to navigate on the Site;
- not to disseminate data, information or content that would diminish, disorganize or prevent the normal use of the Site;
- not to collect information on third parties, including e-mail addresses, in order to use them to send commercial solicitations or the like, or to integrate them into a referencing service or the like, whether free of charge or not, or to carry out competitive intelligence.

In the event that a User fails to comply with one or more of these rules, HAL reserves the right to block access to all or part of the Site, temporarily or permanently, without any compensation.

4. Management of the Site

For the proper management of the Site, HAL may at any time:

- suspend, interrupt or limit access to all or part of the Site,
- delete any information that may disrupt the operation of the Site or that may contravene national or international laws;
- suspend the Site in order to proceed with updates.

5. HAL's liability

HAL takes every care in the creation and updating of the Site. However, the User acknowledges that HAL does not have control over all the data and information published on the Site. HAL therefore does not guarantee that the latter are exhaustive, accurate, up-to-date, error-free and complete, nor that they perfectly meet the expectations of Users.

Consequently, HAL cannot be held liable in this respect and more generally HAL cannot be held liable for the use of the Site and its content by the User or any third party.

HAL undertakes to make its best efforts to ensure that the Site is accessible and available to Users at all times. However, HAL cannot be held liable for any damage caused by the use of the Site:

- in case of unavailability of the Site, for any reason whatsoever;
- if the Site proves to be incompatible or malfunctions with certain software, configurations, operating systems or equipment of the User
- in the event of an electrical power cut.

The User declares that he/she is familiar with the hazards of the Internet, its characteristics and limitations, and acknowledges and is aware of the following:

- the possibility of suspension or impossibility of access to the Site;
- that data transmissions on the Internet are only relatively reliable technically, and that they may be subject to saturation at certain times of the day;
- that the data circulating on the Internet are not protected against possible misappropriation;
- that the Site may be subject to intrusion by unauthorized third parties and to attacks of any kind.

The User acknowledges that HAL may not be held liable for these types of events or circumstances.

The equipment used by the User to connect to the Site is under his/her entire responsibility. As such, the User must take all appropriate measures to protect his/her equipment and his/her own data, particularly from viral attacks via the Internet.

6. Illegal content

HAL invites any user to report any problem or content that appears to be illicit by using the functions provided for this purpose on the Site. In such a case, HAL may take any action it deems necessary in the event of unauthorized or illicit use of its Site.

7. Intellectual Property

The Site as a whole, and every element of its content, in particular the trademarks, the programs and specific developments, the sounds database and the graphic charter are HAL's exclusive property.

Only a personal, non-exclusive, non-assignable and non-transferable right to use the Site is granted to the User.

Consequently, the User may not under any circumstances:

- reproduce, represent, use, distribute, by any means whatsoever and in any form or medium whatsoever, the Site and any of its constituent elements (text, photo, image, video, sound, software, brand, logo, company name, or any other distinctive sign;
- exploit, market, distribute for the benefit of third parties, in any form whatsoever, the Site, any element constituting the Site, the notices / evaluations and other

databases present on the Site;

- modify, remove, alter, by any means whatsoever and in any form or medium whatsoever, all or part of the various mentions of intellectual property and copyright on the Site.

Any use that does not comply with the above provisions is unlawful and will result in legal action. The fact that HAL does not initiate proceedings as soon as it becomes aware of such unauthorized use does not mean that it accepts such use and waives the right to take legal action.

8. Technical assistance – Claims

For any information of a technical nature or complaint, the User is invited to refer to the "Contact" section.

9. Personal data

All processing of Personal Data by HAL is carried out in accordance with the Privacy Policy accessible on the Site.

10. Applicable law and jurisdiction

These CGU are governed by French law.

In the event of a claim by one of the parties relating to the interpretation or performance of these CGU, HAL and the User shall attempt in good faith to reach an amicable agreement to resolve this difficulty.

If no amicable agreement is reached, any dispute or difference between HAL and the User relating to the use of the Site shall be subject to the jurisdiction of Paris Commercial court.

End-User License Agreement

This End-User License EULA (EULA) is a legal agreement between you (“**End-User**”) and **HAL**, a POLY SON POST PRODUCTION brand. POLY SON POST PRODUCTION is a company registered in FRANCE (SIRET: 43234606200024), head office at 49 rue de Bagnolet 75020 PARIS FRANCE, and allows you to use the “**Product**” (defined below) subject to the following provisions.

You agree to be bound by the terms of this EULA through (i) your download, installation, or use of the product or (ii) your express agreement to this EULA;

A - Grant of Licence

HAL grants to the End-User, subject to the following terms and conditions, the non-exclusive non-transferable right to use through its Authorized Users (defined below) each authorized copy of the Product (the “**Usage Right**”). This Usage Right includes the right to use any of the sounds and samples in the Product for commercial recordings without paying any additional license fees or providing source attribution to HAL.

The End-User may permit its Authorized Users to exercise the Usage Rights on its behalf, provided the End-User remains responsible for ensuring that such Authorized Users comply with this EULA and any breach of this EULA by such Authorized Users.

The End-User is not entitled to sublicense (nor rent, lease, distribute, copy, reproduce, display, modify or timeshare) to any third party any or all of the rights granted to it by HAL under this EULA.

As a consequence, this EULA expressly forbids resale or other distribution of the sounds and software included in the Product or their derivatives, either as they exist on disc, reformatted for use in another digital sampler, or mixed, combined, filtered, resynthesized or otherwise edited, for use as sounds, multi-sounds, samples, multi-samples, wavetables, programs or patches in a sampler, microchip or any hardware or software sample playback device.

The End-User is not authorized to sell all or part of the Product content or give it away for use by others in their sampling or sample playback devices.

Ownership of, and title to, the Product remain held by HAL and nothing in this EULA transfers ownership in any intellectual property rights to the End-User.

HAL reserves all rights not expressly granted herein.

B - License Activation

In order to use the Product, you must :

- have an iLok account and install the free iLok License Manager, available at ilok.com/
- register the Product's serial number on iLok License Management

The EULA allows 1 activation, either on iLok dongle or iLok Cloud. Activation can be moved between devices at any time through the iLok License Manager.

It is impossible to use HAL Products if they are not registered and authorized.

C - Fees

Fees for your use of the Product are set out in your purchase terms. To the extent permitted by law, orders for the products are not cancellable.

To the extent permitted by law, orders are not refundable. Once downloaded, the Product cannot be returned.

D - Protection of Product

You agree to take all reasonable steps to protect the Product and any accompanying documentation from unauthorized copying or use other than by your Authorized Users. You agree not to modify the Product to circumvent any method or means adopted or implemented by HAL to protect against or discourage the unlicensed use or copying of the Product.

E - Term and Termination

This EULA is effective from the date you activate the license as indicated above, and will remain in full force until termination.

This EULA will terminate if you break any of the terms or conditions of this EULA. Upon termination of this EULA, you must stop using the Product and return to HAL all copies of the Product and accompanying documentation and destroy any other copies made. In case

of termination, HAL retains the right to deactivate the Product without any further notice.

F - NFR Serials and Free Products

Products serial numbers labeled as "NFR" (Not For Resale) shall only be used for demonstration, testing and evaluation purposes. NFR Products and Free Products may not be used for commercial purposes, and may not be resold or transferred.

A trial version of the Product shall be available for testing and evaluation purposes during a 15 day trial period commencing on the date of the license activation.

G - No Support Obligation

HAL will make its reasonable effort to support you in the event of technical difficulty with the Product. However, HAL is not obligated to furnish or make available to you any additional information, software, technical information, know-how, or support.

H - Limited warranty and disclaimer

HAL warrants that, from the date of the license activation and for the statutory limitation period for claims, when used with the recommended hardware configuration, the Product will perform substantially in conformance with the documentation supplied with the Product.

HAL disclaim all other warranties and representations, whether express or implied, or otherwise, to the extent permitted by law. In particular, HAL does not guarantee that the product meets all requirements of the End-User.

HAL's liability under this EULA is expressly limited to the amount paid by the End-User for the Product and in no event HAL shall be liable for indirect or consequential damages, loss or corruption of data or loss of revenues.

I - Specifications and System Requirements

All technical specifications of HAL Products provided are intended to be estimates or approximations. Due to numerous variables no guarantees of compatibility or performance can be made.

The End-User is solely responsible for, prior to purchase, ensuring that End-User's devices are compatible and meet the system requirements for the Products, and that the applicable Products meet the End-User's requirements.

J - Miscellaneous

This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, terms of purchase of the End-User or understandings, whether oral or written. The End-User agrees that any varying or additional terms contained in any other written notification or document issued in relation to the Product licensed hereunder shall be of no effect.

If any provision of this EULA is held to be illegal, invalid or unenforceable, the remaining provisions of this EULA will remain in full force and effect

This EULA shall be governed exclusively by the laws of France. Any dispute in relation to this EULA shall be submitted to the exclusive jurisdiction of the Paris commercial court.

K - Definitions

"**Authorized Users**" means the individuals (including contractors or employees) permitted to access any use the Product on behalf of Authorized the End-User.

"**Product(s)**" means one or several HAL Products, registered on the website www.hal-audio.com. A HAL Product can be an audio plug-in or software, and its subsequent upgrades.