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Account Registration and Information

Registration: To purchase products and download free products from the WA PRODUCTION LTD website, you must create an account and submit specific information, including but not limited to a username, password, email address, and billing information. You agree that all information submitted is correct, current, accurate, and non-fraudulent. In the event that your personal and/or billing details change, you will amend your account details accordingly.

Age: You must be at least 13 years of age or older to use this service. If you are under the age of 18, you must get your parent or guardian to review and agree to the terms and conditions, as they should enter into these terms on your behalf.

Information: You agree that all information supplied may be used by WA PRODUCTION LTD to manage your account, process your orders, and improve WA PRODUCTION LTD services and policies. By supplying a valid email address you grant WA PRODUCTION LTD permission to contact

Security: You are solely responsible for the security of your account and login details. You are required to immediately inform WA PRODUCTION LTD of any unauthorized use of your account. WA PRODUCTION LTD will not be held responsible for any losses arising from unauthorized use of your account or personal data, and you agree to indemnify and hold harmless WA PRODUCTION LTD, its directors, employees, third-party content providers, designers, licensors or the like, for any improper, unauthorized or illegal uses of your account and/or personal data.

Termination: WA PRODUCTION LTD may, in its sole discretion, suspend or terminate your account if the information supplied is found to be inaccurate, false or fraudulent. WA PRODUCTION LTD may also suspend or terminate your account if you breach any of the policies, terms or license agreements governing your use of our website, products or any other contractual obligation. You are personally liable for any orders that you place or charges that you incur prior to termination.

Privacy Policy: WA PRODUCTION LTD collects, stores and uses data in accordance with WA PRODUCTION LTD Privacy Policy.

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- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties.
- Publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information.
- Post or upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of WA PRODUCTION LTD and/or a third party's computer system and/or network.
- Violate any copyright, trademark, other applicable international laws or intellectual property rights of WA PRODUCTION LTD or any other third party.
- Submit contents containing marketing or promotional material that is intended to solicit business.

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Products & Delivery

Products: All WA PRODUCTION LTD products are bound by the terms of the User License Agreement. A copy of this agreement is also supplied within the zip file of all products purchased.

User Licence Agreement: The sounds, samples, and loops in sample packs are licensed to you, not sold to you. All rights not expressly granted to the user are reserved. Only the original purchaser of this sample pack has a legal right to use these sounds, samples and loops within their own "original" music compositions and/or in advertisements, soundtracks, and television or film productions.

The content can be used for both commercial and non-commercial use. However, it may not be used in the creation of any competitive product, such as a Sample Pack, Sample CD, Sample DVD, Virtual Instrument, Expansion Pack, or any other collection of sound or loop elements in any format.

These sounds, samples and loops may not be used "isolated". They must be used within the context of a musical piece mixed with additional parts. You may not re-sell this collection or pass it on to a third party as this license is non-transferable.

All copying, lending, duplicating, re-selling, renting, uploading, file sharing or unauthorized trading of this content (or any part of this content) is prohibited by international copyright law. We will not hesitate to take legal action against any persons, company or individual who fail to adhere to the terms of this agreement.

Price Changes: WA PRODUCTION LTD may at any time change or alter the price of its products. WA PRODUCTION LTD does not offer refunds in the event of a price drop or promotional offers.

Digital Delivery: All orders placed on the WA PRODUCTION LTD website are delivered digitally via the internet. They are not sent via post or delivered to the customer as tangible goods.

Taxes: You are responsible for paying any governmental taxes that may be imposed on your purchase.



Payments: Our order process is conducted by our online reseller [Paddle.com](https://paddle.com). [Paddle.com](https://paddle.com) is the Merchant of Record for all our orders. Paddle provides all customer service inquiries and handles returns.

Refund Policy:

All sales on WA Production are final. The issue of a refund is always made at the discretion of the WA Production staff. All decisions made by the WA Production staff are final.

WA PRODUCTION LTD will refund your full purchase price on orders where:

- Your bank / Paypal account was illegally charged (fraud)
- The delivered physical product is damaged
- The failure to deliver the product is caused solely by WA PRODUCTION LTD.

WA PRODUCTION LTD reserves the right to refuse refund if any of the following conditions is met:

- The issued serial number has been issued, made available to the customer through the user account and used to authorize the software.
- The original physical packaging has been removed or tampered with
- The product has been physically damaged

WA PRODUCTION LTD does not refund products, which:

- Cannot be used by the customer due to hardware limitations
- Cannot be used by the customer due to software limitations
- Cannot be used by the customer due to insufficient knowledge / know-how

Eligibility: WA PRODUCTION LTD strongly advises checking what software and/or hardware is required to use the products and what are the minimum hardware requirements to use the software. Such information is always provided on the product pages. WA PRODUCTION LTD does not refund products which require other software to use (Digital Audio Workstation-specific libraries, Software Synth Preset Banks). The customer bears the responsibility to have knowledge required to use the product.

Contact our support staff at [info\[at\]waproduction.com](mailto:info@waproduction.com) if you feel you qualify for a refund.

We also highly recommend all customers back up their orders on an alternate / separate hard drive to protect against loss of products purchased from WA PRODUCTION LTD. In the unlikely event of a failed / broken hard drive WA PRODUCTION LTD will only replace download links for a previous order upon confirmation of the customers previous order and a copy of their purchase receipt. This is applicable to all orders made within a two year period, any purchases of a later date than two years will not be covered.

General

Disclaimers and Limitation of Liability: Under no circumstances shall WA PRODUCTION LTD be liable for any direct, indirect, incidental, consequential loss, liability or damages arising under these terms and conditions or license agreement or in connection with the WA PRODUCTION LTD website. The foregoing limitation of liability shall apply in any action, whether in contract, tort or any other claim.



The user hereby acknowledges that this paragraph shall apply to all content, merchandise and services available through the WA PRODUCTION LTD website.

Acceptance: By using the WA PRODUCTION LTD website you agree to indemnify and hold harmless WA PRODUCTION LTD and its directors, employees, third-party content providers, designers, licensors or the like from any and all losses, claims, demands, causes of actions and judgements including legal fees and court costs which may arise from any content, merchandise or services available through the WA PRODUCTION LTD website.

Applicable Laws: Any relevant terms and conditions, policies, license agreements and notices shall be governed by and construed in accordance with the laws of Czech Republic and the Czech Republic Capital Territory. You hereby consent to the exclusive jurisdiction of Czech Republic and the Czech Republic Capital Territory in respect of any disputes arising in connection with the WA PRODUCTION LTD website, merchandise or any relevant terms and conditions, policies, license agreements and notices or any matter related to or in connection therewith.

Alteration: WA PRODUCTION LTD may at any time modify any relevant terms and conditions, policies, license agreements or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

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No Partnership: Nothing herein shall be deemed to constitute a partnership, agency or joint venture between You and Us.

For customer service inquiries or disputes, You may contact us by email at [info\[at\]waproduct.com](mailto:info@waproduct.com)