



All Our Minds Ltd

# End User License Agreement (EULA)

Version number 1.0 Effective from 18/11/2024

This End User License Agreement ("EULA") is a legal agreement between you ("User" or "you") and

All Our Minds Limited  
Vision Exchange Building, Territorials Street, Zone 1, Central Business District,  
Birkirkara, CBD 1070, Malta  
VAT No.: MT25165307  
[info@allourminds.com](mailto:info@allourminds.com)


("Company", "All Our Minds", "us" or "we") for the use of our Software and Audio samples provided by us via our website, [allourminds.com](http://allourminds.com) (**Website**).

## 1. General

- 1.1. By downloading, installing, purchasing or using the Software and/or Audio Samples (see Section 2), you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, please do not download, install, or use the Software.
- 1.2. You will also be subject to the shop terms and conditions <https://www.allourminds.com/shop-terms-and-conditions/> (**Shop T&Cs**) which govern the purchase, download and use of the Software. If there is any inconsistency between this EULA and the Shop T&Cs, the Shop T&Cs will take precedence. The Website terms of use <https://www.allourminds.com/website-terms-of-use/> (**Website Terms of Use**) apply to the Website, which is owned and operated by All Our Minds Limited and via which the Software is accessible.
- 1.3. We may update or revise the terms of this EULA from time to time for various reasons including to reflect changes in applicable law/regulation, the Website, and/or our business practices or processes. The most current version will be posted on our Website, and we will notify you of material changes by email or via a prompt in the Software. Your continued use of the Software following notification of any such update or revision constitutes your acceptance of the updated or revised terms. If you do not agree to the updated terms, you must stop using the Software.

## 2. Definitions

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	All Our Minds®. Vision Exchange Building, Triq it-Territorjals, Zone 1, Central Business District, Birkirkara, CBD 1070, Malta	VAT No: MT25165307 E: <a href="mailto:info@allourminds.com">info@allourminds.com</a> W: <a href="http://allourminds.com">allourminds.com</a>
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- 2.1. "Software" includes all software products offered by us for download, including Trial Versions and NFR versions (see Section 6), updates, upgrades, and patches to the Software.
- 2.2. "Audio Samples" are pre-recorded snippets of sound or music, including one-shots and loops, that are either delivered with our Software or otherwise made available by us to you.
- 2.3. "New Musical Works" are musical works created by you (alone or jointly with others) by using the Software and/or by using Audio Samples.

### 3. Registration, downloading, installation and activation of Software

- 3.1. Other than as described in Section 3.2 below, to download and use the Software, you must create an account on our Website. For more information about registering an account, please see Section 4 of the Shop T&Cs here <https://www.allourminds.com/shop-terms-and-conditions/>.
- 3.2. You may not be required to register an account for certain Trial Versions and NFR Versions (see Section 6). We will provide you with the necessary information relevant to Trial Versions and NFR Versions on our Website.

### 4. Grant of License to Software

- 4.1. We grant you a non-exclusive, non-transferable, revocable license to use the Software, without restrictions in time or place, subject to the terms and conditions of this EULA unless or until terminated in accordance with this EULA. Any other use or exploitation not explicitly granted to you in this EULA is prohibited without written consent from us.
- 4.2. You are granted the following rights to the Software:
  - You may install, activate and use the Software on up to two (2) devices that you own or control. If you wish to install the Software on additional devices, such as when you purchase a new computer and need to transfer your license, or if you change devices you will need to contact our help desk tech support team at [support@allourminds.com](mailto:support@allourminds.com) for support.



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- You may copy the Software for backup reasons and if and as long as necessary to use it in accordance with this EULA.

4.3. The license does not include, and you therefore may not:

- Copy the Software, except where it is necessary for the purpose of back-up or is incidental to the normal use of the Software.
- Allow use of the Software on a network by multiple users unless each user has a separate license.
- Decompile or reverse engineer the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs
- Sublicense, distribute, or otherwise transfer the Software, or any part of it as a standalone product.
- Upload, share, or offer the Software in any software library, collection, or similar service.
- Modify, adapt, or create derivative works of the Software for redistribution or resale.
- Rent or lease the Software to third parties.
- Reproduce the Software, its user interfaces or other content integrated in the Software for data mining or for training artificial intelligence technologies.
- Use the Software in any way that violates applicable laws or regulations.

## 5. Grant of License to Audio Samples

5.1. We grant you a non-exclusive, non-transferable, revocable license to the Audio Samples, without restrictions in time or place, subject to the terms and conditions of this EULA unless or until terminated in accordance with this EULA. Any other use or exploitation not explicitly granted to you in this EULA is prohibited without written consent from us.

5.2. You are granted the following rights to the Audio Samples:

- Copy, chop, edit, modify, resample and use the Audio Samples in whole or in part for the purpose of creating New Musical Works.
- You may integrate the Audio Samples in whole or in part to New Musical Works and to publish these for commercial and non-commercial purposes.



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5.3. The license does not include, and you therefore may not:

- Sell, sublicense, distribute, or otherwise transfer the Audio Samples in whole or in part as standalone files or as part of another product others than New Musical Works.
- Upload, share, or offer the Audio Samples in whole or in part in any sound library, sample collection, or similar service.
- Share the Audio Samples in a standalone manner, not integrated into a New Musical Work, with third parties.
- Perform the Samples publicly in a standalone manner, not integrated into a New Musical Work.
- Use the Audio Samples in any product that competes directly with our Audio Samples.
- Reproduce or use the Audio Samples for data mining or for training artificial intelligence technologies.

## 6. Intellectual Property Rights

You acknowledge that all intellectual property rights in the Software belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software other than the right to use the in accordance with the terms of this EULA.

## 7. Trial Versions and NFR Versions

7.1. We may offer free versions of the Software for evaluation and testing purposes as trial versions ("Trial Versions"). Trial Versions have limited functionality, such as the inability to save files, and/or will cease to function after a specific time.

7.2. We may grant NFR (Not for Resale) licenses in the Software to selected partners ("NFR Versions"). These NFR Versions are provided free of charge and allow the recipient to use the Software including any Audio Samples that may be included in the Software for demonstration, testing and evaluation purposes. However, NFR Versions may not be sold, sublicensed, transferred, or otherwise exploited. Any breach of this condition will result in the immediate termination of the license.

## 8. Beta Versions

8.1. We may offer beta versions of our software which are available to a selected group of users (private beta) or the general public (public beta) ("Beta



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Versions"). A public Beta Version is a pre-release of software for users to test and provide feedback before the final release. They may include new updates, features and enhancements but can also contain bugs and incomplete functionalities.

8.2. Participating in a beta program may require signing a non-disclosure agreement.

8.3. Signing up for a beta program does not guarantee participation. We reserve the right to select participants at our discretion. You do not have a legal right to claim participation in the beta program, and we may limit or restrict access to the Beta Version based on various criteria, including but not limited to technical requirements, availability, and user feedback needs. Participants will be notified if they are selected to join the beta program.

8.4. You may not sell or transfer any public Beta Version to others. The use of Beta Versions can be made subject to additional limitations, which you will be advised of when signing up for a Beta Version program.

8.5. We reserve the right to terminate your access to Beta Versions at any time, for any reason, without notice. Upon termination, you must cease all use of the Beta Version and destroy all copies in your possession.

## 9. Termination

9.1. This EULA is effective until terminated. Your rights under this EULA will terminate with or without notice if you commit a material breach of this EULA, including any breach of Sections 4 and 5 of this EULA. Termination of this EULA does not affect our ownership of the intellectual property and all associated rights.

9.2. Upon termination, you must immediately cease all use of the Software and Audio Samples and destroy all copies, full or partial, of the Software and Audio Samples in your possession or control.

9.3. If you have incorporated Audio Samples into New Musical Works that were published before the termination of this EULA, those published works will not be affected by the termination, provided they were created in compliance with the terms of this EULA prior to termination. However, you may not create any New Musical Works or distribute unpublished New Musical Works using the Audio Samples after termination.



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## 10. Warranties and Liability

For all warranty, liability, and damage claims, the Shop T&Cs("Warranties", "Liability" and "Force Majeure") shall apply, which are available at: <https://www.allourminds.com/shop-terms-and-conditions/>.

## 11. Third Party Rights

This EULA is not intended to give rights to anyone except you and us. This does not affect our right to transfer our right or obligations or sub-contract our obligations under this EULA to another legal entity under Section 13 below.

## 12. No Waiver

If we do not insist immediately that you do anything you are required to do under this EULA, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 13. Transfer

We may transfer or sub-contract all or part of our rights or duties under this agreement to another legal entity. You agree that we may do so provided that the Software will be made available to you on the same terms or terms that are no less advantageous to you. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

## 14. Governing Law

This EULA shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any legal action or proceeding arising under this EULA will be brought exclusively in the courts located in the United Kingdom. Consumers (i. e. individuals acting for purposes that are wholly or mainly outside their trade, business, craft, or profession) retain the protection afforded to them by mandatory provisions of local law, which includes the right to bring proceedings in their home jurisdiction.

## 15. Severability

If any provision of this EULA is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent



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necessary to make it valid, legal, and enforceable while preserving its intent. If no such modification is possible, the provision shall be severed from this EULA, and the remaining provisions shall continue in full force and effect.



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