Swipes! Copyright and Licensing Information

COPYRIGHT MATERIAL

Digital Juice, Inc (licensor), does hereby grant to purchaser of the Digital Juice Swipes!, the non-exclusive right to mechanically reproduce and/or synchronize to film, video, or audio productions, the sound effects contained within the Digital Juice Swipes!; whose exclusive right and/or copyrights are held and controlled in whole by Digital Juice, Inc. The computer software ("Software"), animations ("Animations"), images ("Images"), printed materials ("Index"), sound effects ("SoundFX") and other files contained on the DVD Disc(s) (collectively called the "Swipes!") are proprietary and copyrighted. This copyright is protected under U.S. and International copyright law. Digital Juice, Inc. and the parties who granted Digital Juice, Inc. special permission to include their respective material as part of the Swipes! own and reserve all rights, except for those specifically granted by the license agreement below.

END USER LICENSE AGREEMENT

This is a non-exclusive, non-transferable license agreement between you and Digital Juice, Inc. Please read this agreement carefully before using the product. If you choose not to accept this agreement, you must return the product unused. By using any part of the Swipes!, you are agreeing to the following terms:

This license does not include the right to use the sound effects of the Digital Swipes! as performance or foreground music. (For example, music on hold or music systems in restaurants or offices.) The licensee has only the right to use the sound effects of the Digital Juice Swipes! as accompaniment to, or set in synchronization with, another form of media (i.e. video, narration, slide presentations, radio or television productions, etc.), and not as a "performance" piece unto itself. The right to reproduce and/or resell the sound effects of the Digital Juice Swipes! as performance or foreground music unto themselves is also prohibited. A separate "performance" license may be obtained by contacting Digital Juice directly.

The Swipes! may only be used on ONE computer at any one time. For use on more than one computer at a time or for use and/or storage on a network designed for more than one user, you must acquire a special multi-user license from Digital Juice.

The Swipes! may be used, altered, or incorporated according to the guidelines described herein into any work (including broadcast, commercial, industrial, educational, and personal) that is created by YOU provided that work is not then sold or distributed as either a single animation, sound effect, loop or as part of any sample, loop, music library, or sound effects collection, set, or similar content or royalty-free product.

The Swipes! may not be used in a defamatory, scandalous, illegal, misleading, or otherwise unlawful manner and may not be used in or in conjunction with pornographic material.

The Swipes! may not be transferred to third parties through the use of on-line services or networks. Placing the Swipes! on a website is only permitted when being streamed via a format wherein it cannot be illegally downloaded for use (i.e. Flash).

The use of any logo or trademark contained in the Images must be used in a manner permitted by the logo or trademark owner. This license does not grant you any right to use logos or trademarks.

You agree to indemnify and hold harmless Digital Juice, Inc. and all of its officers and agents ("Those Indemnified") for any and all losses, damages, liabilities, claims, costs or expenses incurred directly or indirectly by Those Indemnified in connection with the use of the Swipes! for any unlawful, unauthorized or prohibited purpose.

You may not sell, sub-license, loan, give, or transfer any part of the Swipes! or a copy thereof (except in accordance with the permitted use in a work created by you), to another person or company unless that person or company is also a licensee of this product.