Ocean Swift Sample Packs

End User License Agreement (EULA)

This End User License Agreement ("Agreement") is a legal agreement between you ("User") and Ocean Swift ("Licensor") regarding the use of **Ocean Swift Sample Packs (all the products in the samples category on the Ocean Swift website)** ("Products").

By purchasing, downloading, or using any of these products, you agree to the terms outlined below.

Ocean Swift sample files - Refers to any samples sold in **Ocean Swift Sample Packs** (such as Spectral Oscillator Toolkit).

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1. License Grant

Ocean Swift grants the User a non-exclusive, worldwide, and royalty-free license to:

- Use the **Ocean Swift sample files** to create original music and audio in any personal or commercial project without further payment or reporting obligations to Ocean Swift.

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2. Restrictions

The User may not:

- Redistribute **Ocean Swift sample files** from **Ocean Swift Sample Packs** as standalone sample packs, even if modified or repackaged.
- Embed **Ocean Swift sample files** from **Ocean Swift Sample Packs** in commercial music technology products such as synthesizers, preset packs, or other sound-based products.
- This license does not permit use of the **Ocean Swift sample files** to train AI models.

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3. Ownership

- Ocean Swift retains all intellectual property rights to the original **Ocean Swift sample files**.
- Music and compositions created by the User using the **Ocean Swift sample files** are considered the User's intellectual property and are not subject to any claim by Ocean Swift.

4. Disclaimer of Warranties

The Products are provided "as-is," without warranty of any kind. Ocean Swift disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. Limitation of Liability

Ocean Swift shall not be held liable for any damages arising from the use or inability to use the Products, including but not limited to direct, indirect, incidental, special, or consequential damages.

6. Termination

This Agreement remains effective unless terminated. Ocean Swift may terminate this Agreement if the User violates any terms. Upon termination, the User must cease all use of **Ocean Swift sample files** and Products.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Israel.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior agreements, whether written or oral.