

1. General

These General Terms and Conditions ("Terms and Conditions") applies to the use of this website including the WD Production's online car video files catalogue service (the "Service"), any software applications or access to any content or material made available by WD Production. When visiting our website these Terms and Conditions, our Cookie Policy and our Privacy Policy applies to your use. If you do not want to be bound by the above mentioned terms, please do not visit this website and do not use our Service.

Please note that any and all use of files provided within the Service will be subject to a separate car video files license agreement (either between you and WD Production or between WD Production and one of our partners that allows you to use the car video files) which regulates your right to use and distribute the car video files. More information about the different licenses and subscriptions that WD Production offers can be found on the website or, by contacting info@wdproduction.com.

If you have any questions regarding your right to use the car video files under a partner (such as a multi-channel network/"MCN") agreement, please contact the relevant partner/MCN or our support.

The Service is provided by WD Production, idealvision s.r.o., Hvezdarska 521/4, Prague, Czech Republic.

By visiting this website and/or using the Service you acknowledge that you have read and understood and agree to be bound by these Terms and Conditions and therein referred to documents.

WD Production reserves the right, at its full discretion, to modify these Terms and Conditions at any time. Such modification enters into force when published on <https://www.wdproduction.com> or communicated to you in any other appropriate manner. Your continued use of the Service after such modification is valid as consent thereto. Do check the website regularly to verify whether these Terms and Conditions or other document referred to herein have been modified. If you do not accept to abide by these Terms and Conditions (or cannot comply with then) you may not use the Service, the website or access any content.

Any translation of these Terms and Conditions from English into another language is made only for convenience purposes and the translation will not be a valid contract. At all times will the English version be the prevailing one and the version valid as agreement and Terms and Conditions. If you wish to receive these Terms and Conditions and relevant documents thereto in another language, please contact us via the contact details provided below.

2. The Service and General Limitations of Use

The Service is an online car video files catalogue service, by which WD Production makes available digital car video files files (collectively as well as any part thereof "Content") for the purpose to be used in audiovisual productions and/or other productions, under the terms and conditions as set out in these Terms and Conditions and the applicable car video files license agreement.

You access the Service from Epidemic Sound's online interface. The Service is available for entities and persons that have registered and created user accounts to the Service. In order to use the Service and access the Content you will have to be no younger than 16 years old. You will also have to have the power to enter into a binding contract (i.e. be of mental capacity to enter into binding agreements, not personally bankrupt etc.) and not be barred from doing so under any applicable law. If you are under 16 years old, or unable to solely enter into a binding agreement with Epidemic Sound, please contact WD production support.

The assortment of Content may be amended at all times by Epidemic Sound, with or without any notice to you. You accept that the Content that is available might not be available at a later stage.

Content types and descriptions, such as genres, categories etc., are provided for your convenience only and WD Production does not guarantee their accuracy.

You agree not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Service in a manner that sends more requests to WD Production or its servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser.

You agree to only download Content in accordance with the restrictions applicable to your account.

3. How to Access the Service and Your Account

In order to use the Service you must create a personal account and register as user by following the instructions that are further specified in the user registration form. Your account will contain basic account information including username and password. The password you choose must be a unique and distinct password. You are responsible for your username and password and should never give out your password to anyone else. You may not select or use an identity of another person with the intent to impersonate that person. You must use a valid e-mail address and WD Production reserves the right to test and to verify this at any time. You are not allowed to have more than one account. It is prohibited to agree with third parties upon the transfer, the utilization or the provision of accounts, resources or access data.

You must notify WD Production immediately of any breach of security or unauthorized use of your WD Production account that you become aware of.

You agree that you will be solely responsible (to us, and to others) for all activity that occurs under your WD Production account.

4. Trials, Payments etc.

Our Services requires payment. If you have received a discount code or free offer/a free trial period provided by WD Production or from a third party acting on behalf of WD Production for access to a paid Service, separate additional terms and conditions for such offer may also apply to such access to the Service and you must agree to comply with such terms in order to be able to use the Service.

If you have been offered a free trial, WD Production reserves the right, in its sole discretion, to determine your eligibility for a trial, and if you're determined not to be eligible, modify the trial at any time with prior written notice. For some trials we require you to provide payment details to start the trial. At the end of such trial, and if you have not decided to terminate the agreement, WD Production will automatically start to charge for such provided Service.

5. Intellectual Property Rights

You may not use, transfer, display, perform or otherwise make the Content available except as expressly permitted under these Terms and Conditions and under the applicable car video files license agreement.

All content available through the Service and on the website, including designs, text, graphics, pictures, videos, information, applications, software, car video files, sound and other files, are the proprietary property of Epidemic Sound.

Except for the rights expressly granted to you in the applicable car video files license agreement and in these Terms and Conditions, no right to the Service or the Content is assigned to you, and all right, title and interest in the Service and the Content are reserved and retained by Epidemic Sound. WD Production do under no circumstances transfer any right, title or interest in the Content to you, and you do not acquire any ownership rights to the Service or the Content.

Please note that you may not use the Content in connection with any material or otherwise in a manner or context that is defamatory, illegal or inciteful of an illegal act; immoral; racist; hateful or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; constitutes encouragement of violence or use of weapons; pornographic; or in a manner or context that otherwise violates any rights of anyone associated with the Content. You shall comply with any applicable laws and regulations. Moreover, you may not use the Content in connection with sensitive subjects without the prior written consent of Epidemic Sound. Sensitive subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate or elected official; and "adult videos" and promotion of adult entertainment venues, escort services, or the like.

Please also note that you are not allowed to upload or otherwise exploit the Content provided in the Service as stand-alone files (for example, uploading the track to any kind of distribution platform or otherwise distributing a track as a full-length (or shortened) file, on its own or with a just background picture and/or just the name of the artist/track).

6. Use of Computer Resources

You agree that WD Production has the right to allow the Service to make use of the storage hardware, processor and bandwidth of your Internet connection, computer, game console, work station or similar media device; however, only as reasonably necessary to provide the Service.

If you are connected to the Internet in a foreign country the Service may still make use of the storage hardware, processor and bandwidth on your Internet connection, computer, game console, work station or similar media device. As a consequence extra charges from your

Internet Service Provider ("ISP") may be brought on you. Check with your ISP for further details. By using the Service you agree to take responsibility for these extra charges towards your ISP and you agree to indemnify WD Production for any third party claims due to the extra charges from your ISP referable to you.

7. Third Party Applications

The Service and website is integrated with third party applications, websites and other services to make the Service and Content available to you as a user. These third party applications may have their own terms and conditions of use etc., and your use of these third party applications will therefore be subject to the applicable terms and conditions for such third party provider. WD Production is not responsible or liable for behavior, content or features of any third party application.

8. Advertisement

You may separately have accepted to be exposed to commercial messages, newsletters and advertisement sent by WD Production when using the Service. If you do not want to be notified about these offers or news you may always opt-out from such information by following the instructions in each notification which you receive.

9. Support

You will find answers to the most frequently asked questions about the Service on the website www.wdproduction.com.

10. Privacy and Personal Data

WD Production process personal data about you and your use of the Service in accordance with [Privacy Policy](#) and [Cookie Policy](#) applicable from time to time.

11. YouTube API Services

WD Production API Client uses YouTube API Services. If you are using our Service on YouTube, you hereby by agreeing to our Privacy Policy also certify that you have read and agree to YouTube's [General Terms](#) of [Service and Google's Privacy Policy](#).

12. Service Level and Disclaimer

WD Production will make reasonable efforts to keep the Service operational. However, technical problems or maintenance may, from time to time, result in interruptions.

WD Production is not responsible for unavailability or deficiencies of the Services caused by you, deficiencies in the Internet access or any other event beyond Epidemic Sound's control.

WD Production will from time to time carry out updates and maintenance of the Service, during which the Service might be unavailable. Epidemic will try to arrange updates and maintenance outside of peak usage hours.

THIS SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WD PRODUCTION MAKES NO WARRANTY, REPRESENTATION, EXPRESS OR IMPLIED, AND/OR DISCLAIMER AS REGARDS TO THE AVAILABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT, CONTENT OR OTHER DATA PROVIDED AND THE QUALITY OF THE SERVICE. YOU USE THE SERVICE AT YOUR OWN RISK. YOU ALSO ACKNOWLEDGE THAT FREEDOM FROM PROGRAM ERRORS CANNOT BE OBTAINED IN THE SOFTWARE INDUSTRY. NEITHER WD PRODUCTION NOR ANY OWNER OF CONTENT WARRANTS THAT THE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS.

WD PRODUCTION (INCLUDING, BUT NOT LIMITED TO, AFFILIATED COMPANIES AND THEIR CONTRACTORS, OFFICERS, DIRECTORS AND EMPLOYEES) SHALL IN NO EVENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE LIABLE FOR ANY DAMAGES AS A CONSEQUENCE OF SHUTDOWN, LOSS OF OR EFFECT ON DATA, LOSS OF PROFIT, AND CLAIMS FOR DAMAGES BY A THIRD PARTY OR OTHER INDIRECT INJURY.

WD Production reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, functions and features of the Service with or without notice, and WD Production shall have no liability to you if WD Production exercises such rights.

13. Indemnity

Upon request by WD Production, you agree to indemnify, defend and hold WD Production harmless (including, but not limited to, affiliated companies and their contractors, officers, directors and employees) from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Service in a manner not in strict conformance with these Terms and Conditions.

Furthermore, WD Production reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. However, in which event you accept to cooperate with WD Production in asserting any available defenses.

14. Limitation

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO UNINSTALL ANY SOFTWARE AND TO STOP USING THE SERVICE. WHILE WD PRODUCTION ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO EPIDEMIC SOUND, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EPIDEMIC SOUND, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE AND/OR CONTENT, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER WD PRODUCTION HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO WD PRODUCTION DURING THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

Nothing in the Agreements removes or limits WD Production's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

15. Term and Termination

This agreement will continue to be in force until terminated by you or Epidemic Sound.

If you or WD Production terminate this agreement for any reason or if you violate any of the terms or conditions in these Terms and Conditions or any thereto related documents, your right to use the Service and access to Content will immediately terminate. WD Production may further, at its sole discretion, terminate your account and your access to the Service with 2 week's notice.

16. Assignment

WD Production is entitled to in whole or in part assign its rights and obligations under these Terms and Conditions to a third party. You may not assign these Terms and Conditions to any party.

17. Partial Invalidity

If any provision of these Terms and Conditions shall be invalid or unenforceable, at any time or to any extent, then the remainder of these Terms and Conditions shall not be affected thereby. Each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.

18. Law and Dispute Resolution

Swedish law shall apply to these Terms and Conditions except with regard to principles on conflict of laws. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be determined by Swedish courts of general jurisdiction where the district court of Prague (CZ) shall be the court of first instance.

WD Production has the right regarding illegal copying or distribution of the Content or the Service to the public, to instigate proceedings for damages or injunctions in any court having jurisdiction.

19. Additional Information or Questions

If you would like to receive further information regarding the Terms and Conditions, you are more than welcome to contact us via the email info@wdproduction.com