

Terms and Conditions (Terms)

Welcome to the Reactional Music platform (the "Platform"). Reactional Music Group AB ("Reactional") provides the Platform for making music available to video game developers, publishers and distributors to be integrated into and aligned with gameplay actions in some of the world's most popular video games. Please read these terms and conditions (the "Terms") carefully. These Terms govern your access to and use of the Platform and the music that is made available on it.

This is a legal agreement (the "Agreement") between you and Reactional. By downloading, installing, accessing or using the Platform you agree to be bound by these Terms.

The Platform and the Terms may change from time-to-time. Any updated Terms shall take effect once posted, so it is important that you periodically check here for any updates. By accessing the Platform, you agree to review the Terms to become aware of such revisions.

If you do not agree to any of the Terms stated herein, you should discontinue using or participating in the Platform. Reactional reserves the right, in its sole discretion, to modify, discontinue or terminate the Platform and/or the availability of any music on it at any time without notice. Reactional also may impose limits on certain features or restrict your access to or use of the Platform or any music, in whole or in part, without notice in its sole discretion.

The Platform

Reactional is the owner or the licensee of all worldwide intellectual property rights in and to the Platform including, without limitation all trademarks, service marks, and logos contained therein.

You acknowledge that you have no ownership rights in the Platform or any of the music made available through the Platform. Any use of the Platform other than as expressly permitted hereunder is strictly prohibited. Use and/or access to the Platform is void where prohibited. Ownership of the Platform, the music made available through the Platform and all intellectual property rights therein shall remain at all times with Reactional or its licensors. All copyright notices must be retained at all times. You may not make any commercial use or any derivative use of the Platform in whole or in part.

Account Registration

You must register on the Platform including submitting all requested personal information in order to access and enjoy the benefits of the Platform. If you register, then a dedicated account will be created (the "Account") and your Account will allow you to participate in the Platform and access certain Selected Music (as defined below), subject to the Terms and the Reactional Privacy Policy. Reactional reserves the right to refuse to allow you to open an Account for any reason, or to limit the number of Accounts you can establish with respect to the Platform, all in Reactional's sole discretion.

To create an Account, you must register an email address and use a verification code sent to that email address. You may cancel your registration at any time and you shall not use another person's account without permission from that person. You are solely responsible for all activity that occurs on your account, and you must keep your account credentials secure. You must notify Reactional immediately of any breach of security or unauthorized use of your account. Reactional shall not be liable for any losses caused by any unauthorized use of your account, and you may be liable for the losses of Reactional or others due to such unauthorized use.

You should not reveal your credentials to other users. If your Account is terminated, you may not join the Platform again without Reactional's express permission.

You agree to immediately notify Reactional of any unauthorized use of your Account. You are fully and solely responsible for the security of your computer system and all activity on your Account, even if such activities were not committed by you.

Reactional shall not be liable for any losses or damage arising from unauthorized use of your Account. You hereby agree to indemnify and hold Reactional harmless for any illegal or improper use of your Account by yourself or by anyone to whom you have given permission to use your Account.

This Agreement is void where prohibited by law, and the right to access the Platform is revoked in such jurisdictions.

By using the Platform, you represent and warrant that (a) all information that you provide during the registration process (the "Registration Information") is complete and accurate, (b) you will maintain and update, if necessary, the accuracy of such information; (c) you are an individual and 18 years of age or older or else have your parent's or guardian's permission to enter into these Terms, or otherwise have the ability to form a binding contract; and (d) your use of the Platform does not violate any applicable law or regulation or any obligation you may have to a third party.

You agree that Reactional may for any reason, in its sole discretion and without notice, terminate your Account, and require you to cease all use of and remove any content including, without limitation, any music associated with your Account.

Grounds for such termination may include, without limitation, any (i) breach of these Terms, (ii) extended period of inactivity, (iii) fraudulent, harassing or abusive behavior, or (iv) behavior harmful to other users, third parties, or the business interests of Reactional.

If Reactional believes, at its sole discretion, that a violation of the Terms or any illegal or inappropriate behavior has occurred, it may take such other corrective action as it deems appropriate. Reactional reserves the right to investigate any suspected violation of the Terms or illegal or inappropriate behavior on the Platform. Reactional will fully cooperate with any court order or request directing it to disclose any information it might have including the identity of anyone believed to have violated these Terms or to have engaged in illegal or inappropriate behavior on the Platform.

You may request termination of your Account at any time and for any reason by sending an email to info@reactionalmusic.com. Any suspension, termination, or cancellation shall not affect your obligations to Reactional under the Terms including, without limitation, regarding ownership, payment, indemnification, and limitation of liability, all of which shall survive such suspension, termination, or cancellation.

1. Grant of License:

a. Reactional grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable and worldwide license to use the Platform for the sole purpose of creating and developing games.

b. For the avoidance of doubt, although the Platform gives limited access to pre-views and evaluation of copyrighted musical content (“Content”) and runtime binaries for integration into certain game engines (“Binaries”), these Terms does not grant any license to Content nor Binaries. A separate license agreement must be obtained for Content and Binaries before being used in any form of game disclosure, including pitching to games publishers or investors, early-access, external testing or commercial releases.

c. This license is granted solely for your personal or business use and is subject to the terms and conditions outlined in these Terms.

2. Restrictions:

a. You may not reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Platform, or any part thereof, without the express written consent of Reactional.

b. You may not remove, alter, or obscure any copyright, trademark, or other proprietary notices from the Platform, Content, Binaries or any related materials.

c. You may not use the Platform for any unlawful or unauthorized purpose, including but not limited to infringing upon intellectual property rights, distributing malware, or engaging in any illegal activities.

3. Ownership:

a. The Platform and Binaries, including all related software, documentation, and Content, is and shall remain the exclusive property of Reactional and its licensors.

b. This license does not grant you any ownership rights or intellectual property rights in the Platform, Content nor Binaries.

4. Privacy:

a. Your use of the Platform is subject to Reactional's Privacy Policy, available at <https://reactionalmusic.com/privacy-policy/> is incorporated herein. By using the Platform, you consent to the collection, use, and disclosure of your personal information in accordance with the Privacy Policy.

5. Termination:

a. These Terms is effective upon your acceptance and will remain in effect until terminated.

b. Reactional may terminate this license at any time for any reason or no reason. Upon termination, you must cease all use of the Platform.

c. Sections 2 (Restrictions), 3 (Ownership), 6 (Disclaimer of Warranty), 7 (Limitation of Liability), and 8 (Governing Law) shall survive the termination of these Terms.

6. Disclaimer of Warranty:

a. THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

b. REACTIONAL DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED.

7. Limitation of Liability:

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REACTIONAL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM.

8. Governing Law:

This Agreement has been entered into and shall be construed and enforced in accordance with the laws of the State of New York without reference to the choice of law principles thereof. Any actions, proceedings or claims commenced by either party hereto shall be brought in the courts of either the State of New York, sitting in New York County, or the courts of the United States for the Southern District of New York. Service of process in any such action or proceeding brought against a party may be made by registered mail, addressed to such party at the address set forth in your Registration Information.

By using Reactional's online game development services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of these Terms. If you do not agree to these terms, you must immediately cease using the Platform.

Reactional Music Group AB