

**Terms and Conditions**  
**(rev. 1.0 - 03/05/2010)**

**Definitions**

RFH – [www.royaltyfreeheaven.com](http://www.royaltyfreeheaven.com) service owned by LSM-STUDIOS Łukasz Stasiński, Ujejskiego 64/86, 85-168 Bydgoszcz, Poland, NIP: 9532285686, REGON: 340240318

CUSTOMER – an adult user (individual or company) who has the powers to fulfill the provisions of these Terms and Conditions and acknowledges the validity of these provisions by registering in RFH.

USER – any user browsing the RFH (not registered).

WORKS – All products presented by the RFH, that are possible to be licensed by the CUSTOMER.

**§ 1 General Provisions**

1. CUSTOMER acknowledges the validity of these Terms and Conditions in the moment of signing up to [www.royaltyfreeheaven.com](http://www.royaltyfreeheaven.com) customer database via registration form. All provisions of this document apply also to a USER.
2. RFH reserves the right to reject/cancel the registration and block/cancel user account on [www.royaltyfreeheaven.com](http://www.royaltyfreeheaven.com) at any time without giving reasons.
3. CUSTOMER registration is free. During the registration process CUSTOMER has to supply his personal data. CUSTOMER acknowledges that entered data is true. In case of personal data change, CUSTOMER is obliged to modify data in his customer account profile without delay, or inform RFH about such change in writing or by contact form on RFH.
4. Registration process must be acknowledged by entering validation code upon log-in procedure, which is sent to CUSTOMER's email address given during the registration.
5. With validation CUSTOMER's account is ready to use.
6. CUSTOMER can cancel his account at any time by sending a request to RFH in writing or by contact form on RFH including his personal data. In this case all provisions previously agreed remain effective.
7. RFH reserves the right to change these Terms and Conditions at any time and without giving reasons. In case of such change, CUSTOMER shall be notified by RFH in writing or by email. The changes are considered to be accepted when the CUSTOMER does not raise an objection in writing within 14 days.
8. The Password to the CUSTOMER account profile should be kept secret from third persons. If unauthorized persons have entered into possession of the password, it must be changed immediately.

**§ 2 Offer and Delivery/Supply**

1. By accessing [www.royaltyfreeheaven.com](http://www.royaltyfreeheaven.com), CUSTOMER has the ability to listen/view:

- a) the whole offer of WORKS available for licensing;
- b) preview (low quality demos) versions of the WORKS;

2. In order to purchase a license, CUSTOMER needs to:

- a) Listen/View the preview (low quality demo) of the WORKS;
- b) Read full Information of the WORKS;
- c) Add WORKS to the shopping cart with desired license types;
- d) Log in (or register);
- e) Checkout (confirm order);

3. Various sections (such as Log-in, Register, Customer Account Profile, Order Checkout, Contact Form) of [www.royaltyfreeheaven.com](http://www.royaltyfreeheaven.com) page are protected with SSL Certificate.

4. Order payment is processed outside of the RFH system by PayPal service for security reasons.

5. After Payment is complete, CUSTOMER can download licensed WORKS in his customer profile from a secure web folder, along with the License Agreement (as a PDF file). Printing invoice which holds all important information regarding licensed WORKS and license types chosen can be performed from the customer profile as well. Invoice can be sent to the CUSTOMER via regular post as well.

6. There is a 7 days time limit for download of licensed WORKS. After that amount of time download is not possible without contacting RFH.

### **§ 3 Right of Cancellation, Refund, Guarantee**

1. After completing the payment, download of licensed WORKS is prepared automatically. That's why refund is only possible if there was no access to download folder archived in our server logs.

2. If the CUSTOMER has already started or downloaded fully licensed WORKS from his download folder, or time which passed from the moment of order is greater than 7 days (168 hours), the possibility to refund is no longer available.

3. If CUSTOMER didn't perform download and wants to cancel his order before 7 days from purchase, he needs to contact RFH by contact form as soon as possible, giving his personal data and order details.

4. Right after order is complete, CUSTOMER has to check if the files downloaded are proper. In case of fault, RFH should be informed in no time.

5. RFH can't guarantee that licensed WORKS will be usable in the way CUSTOMER wants to utilize them.

6. When the transaction is completed, RFH is not responsible for any claims of the customer, except as provided herein.

### **§ 4 Prices, Payments**

1. Prices presented on the RFH are all net prices.

2.Product discounts are presented by the normal net prices.

3.Value-added Tax (Vat) 22% will be applied in the shopping cart after logging of CUSTOMER who's country of residence is in European Union. CUSTOMER who has valid Value Added Tax (VAT) ID (entered during registration) which means that he is running a business in the European Union won't have VAT applied (excluding CUSTOMERs from Poland).

4.Discount per CUSTOMER might be applied in the shopping cart.

5.The customer is required to cover the costs of purchases made by co-users of the CUSTOMER accounts. This also applies to the case of fraud, if CUSTOMER don't have any proof that it can not be accused of infringement of provisions of this Terms & Conditions document.

#### **§ 5 License, Additional**

1.All Licensing information and License Agreement provisions are covered by the **License Agreement** document located here: [www.royaltyfreeheaven.com/License](http://www.royaltyfreeheaven.com/License).

2.Up to date License Agreement is also available to download as a PDF file from [www.royaltyfreeheaven.com/License](http://www.royaltyfreeheaven.com/License)

3.Up to date Terms & Conditions document (also in PDF format) is always located here: [www.royaltyfreeheaven.com/Terms](http://www.royaltyfreeheaven.com/Terms)

4.CUSTOMER agree that any disputes arising in connection with provisions in this document shall be settled by a court of general territorial jurisdiction for RFH.