

Terms of Use

EchoScript Sound LLC

Effective Date: 10/18/25

EchoScript Sound LLC — Terms of Use

Effective Date: October 11, 2025

These Terms of Use (“Terms”) are a binding agreement between you (“you,” “your”) and **EchoScript Sound LLC** (“EchoScript,” “we,” “us,” or “our”). By accessing or using our website, storefronts, integrated forms, or social profiles (collectively, the “Website”), and by purchasing any EchoScript products or services (collectively, the “Services”), you agree to these Terms and to our **Privacy Policy** (incorporated by reference). If you do not agree, do not use the Website or Services.

1. Eligibility & Account

You must be at least 18 years old (or the age of majority in your jurisdiction) to use our Services. When you submit an order or create an account, you agree to provide accurate, current information and keep it updated. We may suspend or terminate access if you violate these Terms or applicable law.

2. What We Do

EchoScript creates custom works from your story inputs—e.g., songs, lyrics, poetry, and optional add-ons (illustrations, streaming delivery, rush upgrades, etc.). Some deliverables may use AI tools under our creative direction. Product details, timelines, and pricing appear on the product pages at checkout.

3. Submissions, Timelines & Communication

Submission Form: All creative details must be submitted through the interactive form embedded on our Website at the time of purchase. Incomplete or unclear responses may delay production or affect creative quality.

Production Start: We begin once (a) payment is received and (b) all required details and preferences are provided through the Website form.

Communication: We'll contact you at the email provided during checkout or in your submission. You're responsible for monitoring that inbox (including spam/promotions).

4. Pricing & Payment

Currency: USD.

Methods: As shown at checkout.

Taxes/Fees: You're responsible for any applicable taxes, processing fees, or currency conversion charges.

5. Refunds, Cancellations & Revisions

- **Refunds:** No refunds once production begins.
- **If We Can't Fulfill:** You'll receive a full refund or store credit.
- **Incomplete Information:** If we cannot proceed due to insufficient submission details, we may cancel and refund minus transaction fees.
- **Revisions:** Unless stated on the product page, revisions/lyric edits are not included. Where offered, they're limited to what's listed.
- **Rush Orders:** Rush fees are non-refundable. If we miss the rush window due solely to our fault, we'll refund the rush fee.
- **Instant/Download Products:** Final and non-refundable.

6. Intellectual Property & Licensing

Our Ownership: EchoScript Sound LLC owns all rights in the recordings, lyrics, poetry, visuals, and related materials we create (the "Works"), except for your submitted materials.

Your License: You receive a personal, non-exclusive, non-transferable license to privately use and share the final Work for non-commercial purposes.

Commercial Use: Selling, licensing, distributing, or monetizing requires a separate commercial license agreement.

Streaming Add-ons: If purchased, we may host or deliver your Work on streaming platforms. Streaming access is not a transfer of ownership.

Streaming Distribution Timelines: If you purchase a streaming add-on, we will submit your Work for distribution through a third-party service such as TuneCore. Publication and processing times are determined solely by those platforms and are outside of our control. Typical processing times may range from 48 hours to several weeks depending on platform policies, quality checks,

or regional release schedules. EchoScript Sound LLC is not responsible for any delays, rejections, or technical issues occurring after submission to third-party distributors.

Portfolio Rights: We may reference or showcase portions of your Work for marketing unless you opt out in writing before delivery.

Your Materials: You represent that you have the rights to any names, stories, or content you submit and grant us a license to use them for creating and delivering your Work.

7. Prohibited Uses

You may not submit or request content that is illegal, hateful, harassing, pornographic, defamatory, or that infringes others' rights. We may cancel any project we cannot fulfill ethically or legally, with a refund if production has not started.

8. Delivery & File Access

We deliver via the method specified at purchase (download link, streaming, or email). **Please save your files after delivery;** we are not required to host files indefinitely

9. Text & Email Consent (Optional)

If you opt in:

- You may receive automated texts/emails about offers, updates, or order status.
- Message/data rates may apply.
- Reply **STOP** to texts to unsubscribe; use the email link to opt out.
- Consent is **not required** to purchase.

10. Third-Party Links

We may link to or embed third-party services (e.g., SoundCloud, Spotify, iTunes, youtube, Facebook, Instagram, Vimeo). We are not responsible for those services or their policies. Use them at your own risk.

11. Copyright & DMCA

If you believe material on our Website infringes your copyright, notify us at contact@echoscriptsound.com with:

- Your physical or electronic signature;
- Identification of the copyrighted work;

- The URL/location of the allegedly infringing material;
 - Your contact information;
 - A good-faith statement that the use is unauthorized;
 - A statement under penalty of perjury that the information is accurate and you are the rights holder or authorized to act.
- Knowingly false claims may have legal consequences.

12. Disclaimers

The Services and Works are provided “**as is**” and “**as available.**” Creative outcomes are inherently subjective; we do not guarantee any specific artistic result, audience reaction, or acceptance by platforms or distributors. We do not warrant uninterrupted or error-free operation, or that files will remain hosted after delivery. To the fullest extent permitted by law, we disclaim all warranties, express or implied (including merchantability, fitness for a particular purpose, title, and non-infringement).

13. Limitation of Liability

To the maximum extent permitted by law, EchoScript will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising from or related to your use of the Website or Services. Our total liability for any claim will not exceed the amount you paid for the specific Service giving rise to the claim.

14. Governing Law & Venue

These Terms are governed by the laws of the State of **California**, without regard to conflict-of-law rules. The exclusive venue for disputes is the state or federal courts located in **San Diego County, California**, and you consent to their jurisdiction.

15. Updates to These Terms

We may update these Terms from time to time. Changes are effective upon posting to the Website. Your continued use of the Services after any update constitutes acceptance of the revised Terms.

The Website and Services are provided “as is.” We disclaim all warranties (express or implied), including merchantability, fitness for a purpose, and non-infringement. We don’t guarantee uninterrupted access or error-free operation.

13. Limitation of Liability

To the fullest extent permitted by law, EchoScript Sound LLC will not be liable for indirect, incidental, special, or consequential damages, including lost profits, even if advised of the possibility. Our maximum liability is limited to the amount you paid for the product or service in dispute.

14. Indemnification

You agree to indemnify and hold harmless EchoScript Sound LLC and its owners, officers, employees, and contractors from claims or expenses arising from your use of the Services, breach of these Terms, or materials you submit.

15. Governing Law

These Terms are governed by the laws of California. Venue for disputes is in the state or federal courts of San Diego County, California.

16. Severability & Waiver

If any provision is invalid, the rest remain enforceable. Our failure to enforce a right is not a waiver.

17. Changes to Terms

We may update these Terms anytime by posting the revised version on our Website. Continued use means you accept the updated Terms.

18. Contact

EchoScript Sound LLC

Email: contact@echoscriptsound.com

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Last Updated: October 18, 2025