

Hall's Echo[®]

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Hall's Echo Licence Agreement terms & Website Privacy Policy.

These are the terms that will appear on the licence application.

DEFINITIONS:

"Software" means the Hall's Echo software products, updates or upgrades licensed by Licensor to Licensee pursuant to this Licence.

"Third Party Software" means the ZOOM Edit&Share Software Programme or any other software programme that the Hall's Echo settings could be applied to in order to produce the Hall's Echo sounds.

"Hall's Echo Product" means the Hall's Echo effects settings, including, without limitation, Software, Settings, expertly contrived configured parameters using echo, delay and amp simulations and other effects to emulate the echoes and amp tones used by or generated by Hank Marvin and other artists and any related products, materials, services, and documentation (together with any updates to, or new releases of the foregoing that are made available to Licensee by Licensor) licensed by Licensor to Licensee pursuant to this licence.

"Embedded Code" means the unique code that has been entered into the Software as a fraud and breach of agreement prevention and indication measure.

"Specific Single Unit" Means one of the ZOOM G3V2, G3X or G5 devices that is registered by manufacturers serial number (stipulated on this End User Licence Agreement) as the only authorised device to be used with Licensee's specific and uniquely coded Hall's Echo product.

"Unspecified Single Unit" means one of any ZOOM effects devices or any other that is not registered or known to Hall's Echo by serial number and stipulated under this Licence agreement or any other and is therefore, not authorised for use with Hall's Echo Products.

"Guitar Audio Emulation" means the sounds produced when using the Hall's Echo product in recreating well known acts and the effects that they used or using the Hall's Echo product for any other purpose to generate sound.

1.0 IMPORTANT NOTICE ON LICENCE -- PLEASE REVIEW CAREFULLY:

1.1. GENERAL:

THIS LICENCE IS A LEGAL CONTRACTUAL AGREEMENT BETWEEN LICENSEE AND LICENSOR. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT LICENSOR WOULD NOT HAVE ENTERED INTO THIS LICENCE CONTRACT WITH LICENSEE, WITHOUT LICENSEE'S AGREEMENT TO BE FULLY BOUND BY THE TERMS OF THIS LICENCE CONTRACT.

THIS LICENCE CONTRACT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (SEE SECTION 9.0. BELOW) AND EXCLUSIVE REMEDIES (SEE SECTION 10 BELOW) THESE PROVISIONS ARE AN ESSENTIAL PART OF OUR AGREEMENT.

1.2. DIGITAL LICENSEE ACCEPTANCE, CANCELLATION AND DELIVERY:

1.2.1. BY CLICKING THE '**AGREE**' BUTTON BELOW LICENSEE ACKNOWLEDGES THAT LICENSEE IS ELECTRONICALLY SIGNING THIS LICENCE AGREEMENT, AND SUCH ELECTRONIC SIGNATURE HAS THE SAME LEGAL FORCE AND EFFECT AS A HAND WRITTEN SIGNATURE. TANTAMOUNT TO 'CLICK-WRAP' LICENCE. LICENSEE ACKNOWLEDGES THAT THIS LICENCE CONTRACT IS CONCLUDED AND BECOMES ACCEPTED AND EFFECTIVE THE MOMENT LICENSEE HAS SUCCESSFULLY AGREED, COMPLETED AND SUBMITTED FULL

AGREEMENT TO THE TERMS, CONDITIONS, PROVISIONS AND NOTICES HEREIN AND PERFORMED PAYMENT TO HALL'S ECHO.

- 1.2.2. IF LICENSEE DOES NOT AGREE TO BE BOUND TO THE TERMS, CONDITIONS, PROVISIONS AND NOTICES HEREIN, LICENSEE MUST NOT CHECK THE '**AGREE**' BOX AND MUST NOT CONTINUE WITH THE PURCHASE TRANSACTION OF THIS LICENCE. LICENSEE HAS THE RIGHT TO PRINT ONE COPY OF THIS LICENCE DIRECTLY FROM THIS DOCUMENT FOR PRIVATE PERSONAL REVIEW IF A NON ELECTRONIC FORM OF THIS LICENCE IS REQUIRED OR REQUESTED. PLEASE PRINT A COPY OF THIS DOCUMENT FOR RETENTION AND FUTURE REFERENCE, ONCE COMPLETED AND ACCEPTED BY HALL'S ECHO. AFTER ENTERING THIS AGREEMENT BY CLICKING THE '**AGREE**' BUTTON AND MAKING FULL PAYMENT LICENSEE CAN WITHDRAW LICENSEE'S ELECTRONIC CONSENT IN WRITING ONLY BY FOLLOWING THE CANCELLATION PROCEDURE SET FORTH IN SCHEDULE 1.2.3.
- 1.2.3. **(CANCELLATION):** LICENSEE CAN CANCEL THE PURCHASE OF THIS LICENCE AT ANY TIME UP TO AND INCLUDING THE FOURTEENTH DAY AFTER THE CONCLUSION OF THIS CONTRACT. CANCELLATION OF THIS LICENCE MUST BE COMMUNICATED EXPRESSLY IN WRITING TO LICENSOR AND RECEIVED BY LICENSOR WITHIN THE CANCELLATION PERIOD. IF THE CANCELLATION IS NOT RECEIVED WITHIN THE FOURTEEN DAY CANCELLATION NOTICE PERIOD THE LICENSEE MUST PROVIDE PROOF THAT THE CANCELLATION WAS SENT WITHIN THE FOURTEEN DAY CANCELLATION PERIOD. **LICENSEE CAN EXPRESSLY CONSENT TO RECEIVE THE HALL'S ECHO PRODUCT WITHIN THE 14 DAY CANCELLATION PERIOD BY CHECKING SECTION 4 OF THIS LICENCE CONTRACT APPLICATION AND THE RIGHT TO CANCEL WILL BE LOST FROM THE MOMENT OF TRANSMISSION OF THE HALL'S ECHO PRODUCT TO LICENSEE.** LICENSEE ACKNOWLEDGES THAT ONCE LICENSEE HAS SUCCESSFULLY AGREED, COMPLETED AND SUBMITTED FULL AGREEMENT TO THE TERMS, CONDITIONS, PROVISIONS AND NOTICES HEREIN AND PERFORMED PAYMENT TO LICENSOR THE CANCELLATION PERIOD OF NO MORE THAN 14 DAYS BEGINS PURSUANT TO SCHEDULE 1.2.1 OF THIS LICENCE CONTRACT. LICENSEE'S NOTICE OF CANCELLATION MUST BE IN WRITING AND DELIVERED BY EMAIL OR POSTAL SERVICE TO LICENSOR AT THE ADDRESS OR EMAIL ADDRESS PROVIDED ON THIS LICENCE CONTRACT APPLICATION.
- 1.2.4. **(DELIVERY):** LICENSEE CONSENTS TO HAVE THE HALL'S ECHO PRODUCT DELIVERED BY EMAIL ATTACHMENT ONLY. THE HALL'S ECHO PRODUCT WILL BE PROMPTLY DELIVERED BY EMAIL ATTACHMENT FOR LICENSEE'S USE ON OR WITHIN 2 DAYS OF THE 15th DAY AFTER THE CONCLUSION OF THIS CONTRACT. IF LICENSEE EXPRESSLY CONSENTS TO RECEIVE THE PRODUCT WITHIN THE CANCELLATION PERIOD THE ITEM WILL BE DELIVERED PROMPTLY BY EMAIL ATTACHMENT WITHIN 2 DAYS OF THE CONCLUSION OF THIS CONTRACT.
- 1.2.5. IN THE EVENT OF CANCELLATION, PROVIDING LICENSEE HAS NOT CONSENTED TO RECEIVE THE HALL'S ECHO PRODUCT WITHIN THE CANCELLATION PERIOD AND THAT THE HALL'S ECHO PRODUCT HAS NOT BEEN DELIVERED, LICENSOR WILL REIMBURSE LICENSEE WITHOUT UNDUE DELAY NOT LATER THAN 14 DAYS AFTER NOTICE TO CANCEL WAS RECEIVED. REIMBURSEMENT WILL BE BY THE SAME MEANS THAT LICENSEE USED WHEN PERFORMING THE ORIGINAL TRANSACTION.

1.3. NO RETURNS, REFUNDS OR CREDITS:

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENCE CONTRACT OR REQUIRED BY OPERATION OF APPLICABLE LAW LICENSOR WILL HAVE NO OBLIGATION TO REFUND ANY AMOUNTS PAID BY LICENSEE WITH RESPECT TO THIS LICENCE. IF LICENSEE DOES NOT CHECK/TICK SECTION 4 OF THIS END USER LICENCE AGREEMENT LICENSEE HAS THE RIGHT CANCEL WITHIN 14 DAYS OF THE CONCLUSION OF THIS CONTRACT. IF LICENSEE TICKS SECTION 4 OF THIS LICENCE CONTRACT LICENSEE LOSES THE RIGHT TO RETURN OR REFUND ONCE THE HALL'S ECHO PRODUCT HAS BEEN TRANSMITTED TO LICENSEE.

2.0. LICENCE:

The Hall's Echo Product is the copyrighted property of Ross Hall and it is Licensed to Licensee under this agreement and not sold to Licensee. The intended use of the Hall's Echo Product is Guitar Audio Emulation. Licensee may not use the Hall's Echo product for any other purpose than Guitar Audio Emulation. If Licensee accepts this End User Licence Agreement, and for so long as Licensee complies with the terms of this End User Licence Agreement, Licensor grants Licensee a single user, non-exclusive and non-transferable licence to use the Hall's Echo Product subject to the limitations and restrictions set forth in this End User Licence Agreement.

- 2.1. Licensee accepts, acknowledges and agrees that Licensor grants Licensee, for the term of this licence, subject to this formal End User Licence Agreement, a limited, single user, personal, non-exclusive, non-transferable licence to:
 - 2.1.1. Use with the uniquely coded Hall's Echo Product, the licence granted by Licensor gives Licensee the right to install, via ZOOM Edit&Share software only, the Hall's Echo Software Product to a Specific Single Unit named by serial number on this End User Licence Agreement, only.
 - 2.1.2. Make one back-up copy of the Hall's Echo Product file only for back-up purposes only to a computer or back-up disk. Licensor does not grant permission to back-up the Hall's Echo Product Software settings on a separate Unspecified Single Unit. This Licence will apply to such copies as it applies to the original copy of the Hall's Echo Product Software Licence purchased by Licensee.
- 2.2. Licensee accepts, acknowledges and agrees that all rights not expressly granted to Licensee under this End User Licence Agreement are reserved to Licensor and Licensee agrees not to take or permit any action with respect to the Hall's Echo Software Product that is not expressly authorised under this licence. For the avoidance of doubt, Licensee has no right to use, incorporate into other products, copy, modify, translate or transfer to any third party the Hall's Echo Software Product or any modification, adaptation or copy of the Hall's Echo Software Product or any part thereof, nor to decompile, reverse engineer, or disassemble the Software settings or parameters, either in whole or in part, except as expressly provided in this End User Licence Agreement.
- 2.3. Licensee accepts, acknowledges and agrees that the Hall's Echo product is licensed under non-exclusive Licence to Licensee only for use with Licensee's Specific Single Unit written into this agreement by serial number identification. Licensee may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Hall's Echo Product Software, on a temporary or permanent basis without the prior written and explicit consent of Licensor.
- 2.4. Licensee accepts, acknowledges and agrees that this End User Licence is non-transferable under any circumstances, pursuant to the terms of this End User Licence Agreement and accepts, acknowledges and agrees to undertake without fail the removal of all traces of the Hall's Echo Product from the Specific Single Unit specified under this End User Licence Agreement by manufacturers' serial number prior to relinquishing ownership of the Licensed Specific Single Unit. Licensee accepts, acknowledges and agrees that the uniquely coded Hall's Echo Product is and remains Licensee's responsibility and Licensee will be liable for damages to Licensor for each and every subsequent copy made if shared or released in any way and entering into the public domain identifiable by Licensee's uniquely coded file (Embedded Code) including but not limited to any third party copying, selling, sharing, leasing, assigning, pledging, sub-licensing or in receipt of Licensee's uniquely coded file. Licensee accepts, acknowledges and agrees that all responsibility and full liability for damages to Licensor for every copy resulting from any breach of this End User Licence Agreement by Licensee or any third party, including damages for the cumulative effect of copied copies.
- 2.5. Licensee accepts, acknowledges and agrees that this End User Licence Agreement does not allow the Hall's Echo Product Software to be executed or made available, directly or indirectly, over any network or on more than one computer or Specific Single Unit at a time without the prior and explicit written consent of the Licensor.
- 2.6. Pursuant to this End User Licence Agreement, Licensee accepts, acknowledges and agrees that this End User Licence Agreement and the Hall's Echo Product Software does not add any monetary or perceived value to the Specific Single Unit, any Third Party Software or any computer that they own and must be removed from any such devices prior to relinquishing ownership of it or them without fail.
- 2.7. Licensee accepts, acknowledges and agrees that this End User Licence and its authorisation is assigned only to one of the Specific Single Unit type (one of; G3V2 or G3X or G5) that Licensee confirms on this End User Licence Agreement application at time of application and Licence submission/Licence commencement. The Hall's Echo Product Software must not be installed to either of the two units that are not authorised as Specific Single Units, recognized by Manufacturers' serial number, by stipulation upon this End User Licence Agreement.

3.0. INSTALLATION:

Licensee accepts, acknowledges and agrees that access to the Hall's Echo Product Software requires the installation of Third Party Software (ZOOM Edit&Share Version 5.0.0.0 or later). Licensee accepts that transfer of the Hall's Echo Product or Software requires an A to B USB Standard Printer cable to connect between the Licensee's computer and the Licensee's Specific Single Unit. Licensee accepts that the Hall's Echo Product Software for the ZOOM G3 or G3X must have Firmware Version 2.0 (or above) installed to function with the Hall's Echo Product Software. It is the responsibility of the Licensee to follow the instructions provided by Licensor to effect a successful installation. It is the sole responsibility of the Licensee to observe and adhere to

the terms and conditions of any Third Party Software used and no liability for such use or misuse will extend to Hall's Echo.

4.0. SECURITY AND PRIVACY:

4.1. Security: Licensee accepts, acknowledges and agrees that Licensee will take all measures necessary to inhibit the risk of exposure of the Hall's Echo intellectual property to theft, copying or sharing and will remain responsible for any such breach under the terms, conditions, provisions or notices contained within this End User Licence Agreement.

4.1.1. Licensee accepts, acknowledges and agrees that it is possible that the Hall's Echo Product Software can be copied manually, parameter by parameter, viewing and entering each parameter to a separate Unspecified Single Unit or Third Party Software and a) will take steps to inhibit the Hall's Echo Products exposure to third parties; b) assumes responsibility and liability for a breach of this Licence for any manual copying; and c) understands that any such manual copying is prohibited as a strict restriction of this End User Licence Agreement.

4.2. Privacy: Licensee accepts, acknowledges and agrees that Licensor reserves the right to use the Licensee's personal information, obtained in the formation of this End User Licence Agreement, to assess Licensee's compliance with the terms, conditions and notices of this End User Licence or for any legal reasons arising from a suspected breach of this End User Licence Agreement.

5.0. TRANSFERS AND ASSIGNMENTS:

Licensee accepts, acknowledges and agrees that Licensee may not transfer or assign this End User Licence or obligations under this End User Licence Agreement. Licensee may not, and may not permit others to, whether voluntarily or involuntarily, directly or indirectly sell, rent, lease, loan, timeshare, or sublicense the Hall's Echo Product Software. The transmission of the Hall's Echo Product Software, enabling any third party other than the Licensee to benefit from using the Hall's Echo Product, is expressly forbidden and any failure to comply with this prohibition will result in suspension, termination and likely legal proceedings against Licensee. If Licensee attempts to transfer or assign any of Licensee's Licence rights or obligations without the express consent of Licensor, the transfer of assignment will be ineffective, null, and void and Licensee will be in material breach of this agreement.

6.0. LIMITATIONS ON USE:

Licensee accepts, acknowledges and agrees not to, and not to permit others to, directly or indirectly, (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to distribute or disseminate the Hall's Echo Product in part or in whole, (b) copy (electronically or manually), modify, translate, alter, change, or collect information that could be used to create derivative works of all or any part of the Hall's Echo Product, (C) download, copy or collect information that could be used to copy all or any part of the Hall's Echo Product, or access or use all or any part of the Hall's Echo Product for any purpose other than for Guitar Audio Emulation purposes except as and only to the extent expressly permitted by applicable law, notwithstanding this limitation or expressly authorised in writing by Licensor. Any such information supplied by Licensor, and any information obtained by Licensee by any such expressly permitted decompilation may only be used by Licensee for the purpose expressly authorised by Licensor and may not be disclosed to any third party or used to create any software that is substantially similar to the Hall's Echo Product Software. Licensee accepts that no such authorisation has been granted, either express or implied until received in writing from Licensor.

7.0. OWNERSHIP OF INTELLECTUAL PROPERTY:

7.1. Licensee accepts, acknowledges and agrees that Licensee's only right to use the Hall's Echo Product is by virtue of this End User Licence agreement and Licensee further accepts, acknowledges and agrees that all intellectual property rights in or relating to the Hall's Echo Product Software and all parts of the Hall's Echo Product Software are and shall remain the exclusive property of Licensor.

7.2. Licensee accepts, acknowledges and agrees that all intellectual property rights in or relating to any improvement, modification, or adaptation of the Hall's Echo Product Software arising directly or indirectly from Licensee using the Hall's Echo Product Software are and shall remain the exclusive property of Licensor.

7.3. Licensee accepts, acknowledges and agrees that Licensee will not remove or alter any copyright notices or similar proprietary devices, including without limitation any electronic watermarks or other identifiers Including Embedded Codes that may be incorporated in the Hall's Echo Product Software or any copy of the Hall's Echo Product Software.

8.0. SUPPORT:

- 8.1. Licensee accepts, acknowledges and agrees that the Hall's Echo Product Software and support are not guaranteed. Hall's Echo Product or Software support are purely discretionary and solely at the discretion of Licensor. If granted, Licensor support will be limited to installation support.
- 8.2. Licensee accepts, acknowledges and agrees that the Hall's Echo Product Software is provided "as is" with no representation, guarantee or warranty of any kind as to its perceived accuracy by Licensee or that it does not and will not infringe any third party rights (including intellectual property rights) unless expressly stated in this End User Licence Agreement. Licensor has no obligation under this Licence to provide technical or other support to Licensee. The provision of any such services shall be subject to a separate agreement if Licensor refuses to offer discretionary support.

9.0. WARRANTY, DISCLAIMER AND LIMITED LIABILITY:

- 9.1. Licensee accepts, acknowledges and agrees that the Hall's Echo Product and any documentation are provided "as is" without any representations or warranties, and Licensee agrees to use them at Licensee's sole risk. To the fullest extent permissible by law, Licensor expressly disclaims all warranties of any kind with respect to the Software, Hall's Echo Product and documentation, whether express, implied, statutory, or arising out of course of performance, course of dealing or usage of trade, including any warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title or non-infringement.
- 9.2. Licensee accepts, acknowledges and agrees that Licensor or its subsidiaries will in no event be liable in connection with this End User Licence Agreement or its subject matter, under any theory of liability, for any direct, incidental, special, consequential or punitive damages, or damages for lost profits, revenue, business, savings, data, use, or cost of substitute procurement, even if advised of the possibility of such damages or if such damages are foreseeable.
- 9.3. Licensee accepts, acknowledges and agrees that in no event will Licensor's liability for all damages exceed the amounts actually paid by Licensee to Licensor for the Hall's Echo Product.

10.0. INFRINGEMENT CLAIMS AND EXCLUSIVE REMEDIES FOR BREACH:

- 10.1. Licensee accepts, acknowledges and agrees that any breach of this End User Licence Agreement's terms, conditions, provisions, notices, limitations or restrictions would cause Licensor irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Licensor may be entitled, Licensee agrees that Licensor may seek injunctive relief to prevent the actual, threatened or continued breach of this End User Licence Agreement.
- 10.2. Licensee accepts, acknowledges and agrees that any breach shall be agreed as certain if Licensee's uniquely Embedded Coded file (Hall's Echo Product) Appears on any Unspecified Single Unit, computer, hard-drive, or in paper form, whether copied manually or by computer file transfer.
- 10.3. Licensee accepts, acknowledges and agrees that Licensee's contact information will be passed to ZOOM CORPORATION if Licensee uses ZOOM Edit&Share to infringe the Copyright of Licensor in breach of this Licence agreement and the ZOOM Edit&Share Software Licence Agreement (see Article 14.4. below).

11.0. TERM, TERMINATION AND SURVIVAL:

- 11.1. Licensee accepts, acknowledges and agrees that this End User Licence Agreement is effective upon Licensee's acceptance of the End User Licence Agreement and making payment or upon Licensee's downloading, installing, accessing, and using the Hall's Echo Product Software, even if Licensee has not expressly accepted this End User Licence Agreement. This End User Licence Agreement is effective until terminated. If this End User Licence Agreement is terminated, Licensee will stop using the Hall's Echo Product Software, permanently delete it from the equipment where it resides, and destroy all copies of the Hall's Echo product Software and documentation in Licensee's possession subject to schedule 2.4 of this End User Licence Agreement; **confirming to Licensor in writing that Licensee has taken these steps.**
- 11.2. Licensee accepts, acknowledges and agrees that the articles **2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15** of this End User Licence Agreement and all sections thereof, shall survive the termination or expiration of this End User Licence Agreement, regardless of the cause for termination or expiration, and shall remain valid and binding indefinitely.

12.0. GOVERNING LAW AND JURISDICTION:

- 12.1. Licensee accepts, acknowledges and agrees that the formation, existence, construction, performance, validity, and all aspects whatsoever of this End User Licence Agreement or of any term, condition, provision or notice of this End User Licence Agreement will be governed by the law of England and Wales irrespective of Licensee's location when agreeing or purchasing the Hall's Echo Product.
- 12.2. Licensee accepts, acknowledges and agrees that subject to clause 12.3. the law courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this End User Licence Agreement. The Licensee and Licensor irrevocably agree to submit to that jurisdiction.
- 12.3. Licensee accepts, acknowledges and agrees that the Licence agreement contained in Clause 12.1. above is included for the benefit of Licensor. Accordingly Licensor retains the right to bring proceedings in any other court of competent jurisdiction. Licensee irrevocably waives any objection to, and agrees to submit to, the jurisdiction of such other courts.
- 12.4. Licensee accepts, acknowledges and agrees that Licensee irrevocably agrees that a judgment or order of any court referred to in this clause is conclusive and binding upon Licensee and may be enforced against Licensee in the courts of any other jurisdiction.
- 12.5. Licensee accepts, acknowledges and agrees that The United Nations Convention for the International Sale of Goods does not apply to this End User Licence Agreement.

13.0. COMPLIANCE WITH APPLICABLE LAW:

Licensee accepts, acknowledges and agrees that notwithstanding the fact that this End User Licence Agreement is governed by the laws of England and Wales, Licensee may be subject to additional laws in other jurisdictions with respect to Licensee's use of the Hall's Echo Products and Software. Licensee will comply with the laws of any jurisdiction that apply to the Software, including without limitation any applicable export laws or regulations.

14.0. ENTIRE AGREEMENT, TRANSLATION AND GENERAL:

- 14.1. Licensee accepts, acknowledges and agrees that this End User Licence Agreement constitutes the entire End User Licence Agreement between the Licensee and Licensor and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. With the exception of Article 15.0. of this End User Licence Agreement, this End User Licence Agreement may not be modified or amended without Licensor's prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this agreement.
- 14.2. Licensee accepts, acknowledges and agrees that in the event of a dispute between the English (British) and any translated version, the English (British) version of this End User Licence Agreement shall prevail.
- 14.3. **Headings.** Licensee accepts, acknowledges and agrees that the article and Section headings contained in this End User Licence Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this End User Licence Agreement.
- 14.4. Licensee accepts, acknowledges and agrees that Licensee's use of Third Party Software (ZOOM Edit&Share) is and will remain in accordance with the ZOOM Edit&Share Software Licence Agreement (P.13 of the ZOOM Edit&Share Operation Manual), particularly but not limited to "...Any use or application of this Software that may infringe the copyrights of a third party is prohibited..."

15.0. SEVERABILITY AND WAIVER:

Licensee accepts, acknowledges and agrees that if any term, condition, provision or notice of this End User Licence Agreement is held to be illegal, invalid or otherwise unenforceable, that term, condition, provision or notice will be enforced to the extent possible or, if incapable of enforcement, deemed to be severed and deleted from this End User Licence Agreement, and the remainder of this End User Licence Agreement will continue in full force and effect. The waiver by either party of any default or breach of this End User Licence Agreement will not waive any other or subsequent default or breach.

Hall's Echo Website Privacy Policy.

HALL'S ECHO RESPECT YOUR PRIVACY

This privacy policy describes how we collect and use the personally identifiable information you provide on our site. We understand that security, trust and integrity are central to your customer experience and your confidence is our priority.

Information collection and use

Our site uses a form in which you give us contact information (including your name and email address) so that you can make contact and start the purchase journey for one of our product(s). You will not be asked for credit or debit card information as we use a third party to facilitate this. In making a sales order with Hall's Echo you will be required to complete our Hall's Echo Global End User Licence Agreement (EULA). The EULA form will ask you for; your first name (including any middle name); Your surname/family name; your full address and postal code (including country of residence); your email address; the serial number of your product; and the email address linked to your PayPal account (if choosing to pay via a PayPal account that you control).

We receive and store any information you enter on our web form or Global EULA. Your information will not be shared with third parties; information may be shared with law enforcement agencies under obligation of applicable laws.

The Hall's Echo site does contain links to third party websites and, unfortunately, Hall's Echo is not responsible for the privacy practices or the content of such sites.

Security

The Hall's Echo site has security measures in place to protect against the loss, misuse or alteration of the information under our control. The Hall's Echo site is encrypted using secure 256-bit encryption socket layer technology (SSL); which we have a certificate for. To view this certificate, please click on the green and white 'GODADDY VERIFIED & SECURED badge at the bottom of the Hall's Echo website homepage. This feature is a part of our commitment to enable you to visit, purchase and communicate with us with confidence.

We follow generally accepted standards to protect the personal information submitted to us; both during transmission and once it's received. No method of transmission over the internet, or method of electronic storage, is 100% secure, however. We do all that we can to protect your personal information and our reputation.

Sending Emails

We use emails to communicate with you, to confirm your placed orders, send information or order forms that you've requested and to deliver the products that you've purchased to you.

What happens to my personally identifiable information if I terminate my End User Licence Agreement contract with Hall's Echo or cancel within the cancellation period?

When your Hall's Echo contract is terminated (either voluntarily or involuntarily) all of your personally identifiable information is placed in 'terminated' status on our relevant database(s). However, termination of your contract does not mean your personally identifiable information has been deleted from our database entirely. We will retain and use your personally identifiable information as necessary in order to comply with our legal obligations, resolve disputes, or enforce our agreements.

What happens to my personally identifiable information if I decide not to make an order (Name and email address)?

Your name and email address will be held in an email account until deleted. This information may be used to contact you with future Hall's Echo offers or products but will be deleted if you formally request this in writing.

Transfer of data abroad

If you are visiting this site from a country other than the country that Hall's Echo is located (UK), your communications with us may result in the transfer of information across international boundaries. By visiting the Hall's Echo site and communicating electronically with us, you consent to such transfers.

Compliance with Laws and Law Enforcement

We will cooperate with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process,

to protect our property and rights or the property and rights of a third party, to protect the safety of the public or any person, or to prevent or stop activity we consider to be illegal or unethical.

Changes in our practices

We reserve the right to modify this Privacy Policy at any time. If we decide to change our Privacy Policy we will post those changes to this Privacy Policy and any other places we deem appropriate. This will keep maintain transparency of our practices and maintain your awareness of what information we collect, how we use it and under what circumstances, if any, we disclose it.

Contacting our site

You can contact our site via the web form on the purchasing page of the Hall's Echo site. Alternatively, you can email Ross Hall directly at: ross@hallsecho.com