

PHOTONDSP

PHOTONDSP SUPPLEMENTAL PRODUCT AND LICENCE TERMS

Product, licence issuance and electronic delivery terms

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Commercial legal document

photondsp.com

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These PhotonDSP Supplemental Product and Licence Terms ("Terms") are supplemental product, licence-issuance, electronic-delivery, activation, support and voluntary-refund terms issued by Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, with the registered address at 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine, trading under the PhotonDSP name ("PhotonDSP", "we", "us" or "our").

For purchases processed by FastSpring, these Terms do not govern the FastSpring contract of sale, checkout, payment collection, tax calculation, invoicing or monetary refund transaction. FastSpring acts as authorised reseller and Merchant of Record, and its purchaser terms and checkout notices govern those matters.

These Terms should be read with the applicable product EULA, PhotonDSP Refund Policy and PhotonDSP Privacy Policy. The EULA governs use of the Software. The Refund Policy governs PhotonDSP's voluntary refund conditions. The Privacy Policy describes PhotonDSP processing and is acknowledged rather than used as consent for processing necessary to perform a contract or comply with law.

If any statement in these Terms conflicts with mandatory consumer law or a FastSpring term governing the FastSpring sale transaction, the mandatory law or applicable FastSpring transaction term controls only that transaction matter; the PhotonDSP EULA continues to govern the software licence.

1. PARTIES AND MERCHANT OF RECORD

PhotonDSP is the software developer and licensor. The legal owner operating PhotonDSP is Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, with the registered address at 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine, trading under the PhotonDSP name.

For purchases processed through FastSpring, FastSpring is the authorised reseller and Merchant of Record. FastSpring, not PhotonDSP, is the seller of record to the purchaser for checkout, payment, tax, invoice and monetary refund processing.

FastSpring purchaser terms: <https://fastspring.com/legal/>

FastSpring Privacy Statement: <https://fastspring.com/privacy/>

FastSpring buyer support: <https://fastspring.com/consumer-support/>

PhotonDSP remains responsible for the product licence, PhotonDSP-side acceptance record, licence issuance, key delivery, activation service, product support and voluntary-refund eligibility described in PhotonDSP documents.

2. Products Covered

These Terms apply to PhotonDSP digital audio software products, including:

- WideEngine;
- GammaDelay;
- other PhotonDSP plug-ins, updates, upgrades, bundles, presets or digital products where these Terms are referenced. Unless expressly stated otherwise at checkout, each product is supplied as digital content only. No physical goods are shipped.

3. Licence, Not Sale of Ownership

When you purchase a PhotonDSP product, you purchase a licence to use the relevant software product under the applicable EULA.

You do not purchase ownership of the software, source code, algorithms, user interface, presets, documentation, branding or other intellectual property.

The scope of use, number of users, number of devices, activation rules, prohibited use, licence suspension and licence termination are governed by the applicable EULA.

4. Prices, Currency and Taxes

PhotonDSP may publish base prices in United States dollars (USD). The price, currency, taxes and total amount shown by FastSpring at checkout are the authoritative transaction amounts for a FastSpring purchase.

FastSpring, as Merchant of Record, calculates, collects and remits applicable sales tax, VAT and similar transaction taxes and may present prices or charge the customer in a supported local currency.

PhotonDSP may change prices, discounts, bundles and promotional offers at any time. A price change does not affect a completed and accepted order, except where FastSpring or PhotonDSP corrects an obvious technical, pricing or administrative error as permitted by the applicable transaction terms and law.

5. ORDER PROCESS AND CONTRACT FORMATION

The purchaser submits the order to FastSpring. The FastSpring sale contract is formed under the FastSpring purchaser terms and the checkout information shown by FastSpring. A browser redirect or unverified client message is not proof of a completed payment.

PhotonDSP acts only on authenticated FastSpring order and status data, such as verified server-to-server webhook or API information. PhotonDSP must not issue a paid licence on a failed, cancelled, incomplete, unverified or manual-review order.

The FastSpring sale transaction and PhotonDSP licence-issuance flow are distinct. After a verified completed order, PhotonDSP verifies the purchase email address, records the required PhotonDSP acceptance bundle and then creates or retrieves the single idempotent PhotonDSP licence associated with that order and product.

If a verified paid order is completed but the purchaser does not confirm the exact purchase email or does not affirmatively accept the required PhotonDSP documents, PhotonDSP will not issue the licence. The order must then enter a clear cancellation or refund path through FastSpring where appropriate under the transaction terms and mandatory law; the purchaser must not be left with a completed payment, no licence and no stated remedy.

FastSpring or PhotonDSP may refuse, cancel, review or restrict an order or licence flow where permitted by applicable terms or law, including suspected fraud, payment failure, sanctions, duplicate requests, an obvious pricing or technical error, inconsistent order data or abuse.

6. ELECTRONIC DELIVERY AND LICENCE KEYS

PhotonDSP products are delivered electronically. No physical goods are shipped unless expressly stated otherwise.

Under the selected fulfilment model, PhotonDSP is the sole issuer of the plaintext PhotonDSP licence key. FastSpring provides authenticated order data but does not generate, receive, store, display or email the plaintext PhotonDSP key, and PhotonDSP does not return that key to FastSpring.

Before key issuance, PhotonDSP sends a verification link to the exact purchase email address supplied by the verified FastSpring order. The key is not issued until that address is confirmed and the required PhotonDSP acceptance bundle is recorded.

PhotonDSP creates the licence idempotently so repeated valid callbacks, page refreshes or email retries do not create multiple licences for the same order and product. The same key is displayed prominently, in larger-than-normal type, on a PhotonDSP-controlled result page and sent in a PhotonDSP transactional email to the verified purchase address.

The result page states that a duplicate was sent by email and instructs the customer to save the key securely and not share it. PhotonDSP records technical evidence that the result page was active and the key was rendered, together with the server UTC time, browser timezone or offset, IP address for the applicable evidentiary period, user agent, order and licence references, and transactional-email submission, acceptance or bounce status. Absence of a bounce is not represented as proof that a message reached the inbox.

The licence key cannot be recovered if lost. Any temporary encrypted technical copy retained solely to complete the original delivery or address an immediate delivery failure is not a recovery service and creates no entitlement to re-issuance, replacement or refund. The customer must save the key and maintain access to the purchase email account.

Delivery may be delayed by incorrect email data, spam filtering, payment review, fraud controls, delayed FastSpring status information or circumstances outside PhotonDSP's reasonable control.

7. ACCEPTANCE OF PHOTONDSP DOCUMENTS

Before PhotonDSP completes paid licence issuance, trial issuance, a trial installer download, a protected paid installer download or a protected update download, the User must affirmatively accept the exact applicable product EULA, these Terms and the Refund Policy and acknowledge the Privacy Policy. Public manuals, public legal PDFs and general documentation remain available without such acceptance.

Acceptance controls are clearly identified and unselected by default. The checkbox text, document names, versions, locales and full SHA-256 hashes shown to the User are included in the acceptance record. Marketing consent and non-essential cookie consent are separate and optional. FastSpring separately presents any checkout consent required for immediate supply of digital content or statutory withdrawal rules.

The document names, versions, direct PDF links, acceptance controls and material notices are presented conspicuously in legible text sized above ordinary legal fine print, not hidden behind preselected controls or low-contrast text.

PhotonDSP records server UTC timestamp, browser timezone or offset, product, action, order or licence reference where applicable, verified email reference, IP address, user agent, source page, session reference and method. The record does not contain the plaintext licence key.

After paid licence issuance, PhotonDSP provides or offers exact immutable PDF copies of the accepted documents on the result page and through the transactional email so the User can save them as a durable record. Existing versions are content-addressed or otherwise preserved and are not silently overwritten by later versions. PhotonDSP may record whether each copy was offered or downloaded.

The installer is informational only. It may show switchable views of the Product EULA, Terms, Refund Policy and Privacy Policy, a link to all current documentation, and the statement that the Software is licensed under the PhotonDSP documents accepted when the licence or lawful download was obtained. The installer uses Continue and Cancel Installation, not I Agree and I Decline. Cancelling installation does not cancel a purchase or create a refund right.

8. DIGITAL CONTENT AND IMMEDIATE SUPPLY

PhotonDSP products are digital content supplied electronically. FastSpring, as Merchant of Record, presents and records any statutory checkout consent or acknowledgement required for immediate digital supply and any effect on a statutory withdrawal right.

PhotonDSP's acceptance record concerns the software licence, PhotonDSP delivery flow and voluntary Refund Policy. It does not replace FastSpring's checkout evidence or any mandatory statutory consent that FastSpring must obtain.

PhotonDSP's voluntary fourteen-day refund policy is separate from statutory withdrawal, conformity and consumer remedies. Nothing in these Terms limits a right that cannot lawfully be excluded.

9. Voluntary 14-Day Refund Policy

PhotonDSP offers a voluntary 14-day refund policy for eligible paid purchases, subject to the PhotonDSP Refund Policy in force for the transaction.

A voluntary refund request must be submitted through the official PhotonDSP support/refund channel within fourteen calendar days of purchase and only from the email address used for the FastSpring purchase. Submission of a request does not itself approve a refund.

PhotonDSP will not authorise a voluntary refund until every active installation of the affected licence has connected to the internet and completed the required client-side licence reset or deactivation confirmation.

After PhotonDSP confirms that all active installations have received the reset, PhotonDSP may authorise or initiate the refund through FastSpring. FastSpring performs the monetary return under its procedures and may separately process refunds required by law, payment-method rules, fraud controls or FastSpring's own risk procedures.

10. Refund Conditions

The detailed eligibility conditions, exclusions and reset procedure are stated in the PhotonDSP Refund Policy.

For PhotonDSP's voluntary refund policy, inability to connect any activated installation and complete the required client-side reset means the voluntary refund condition is not satisfied. Loss, sale, destruction, reformatting, hardware failure, operating-system reinstallation or lack of access to an activated device does not waive that condition.

PhotonDSP may also refuse a voluntary refund in cases of fraud, licence sharing, publication or resale of a key, piracy or circumvention, repeated refund abuse, unauthorised-source purchases, use outside published system requirements, or another material breach of the EULA or Refund Policy.

These voluntary conditions do not override any remedy or refund that FastSpring or PhotonDSP is legally required to provide under mandatory law.

11. Effect of Refund, Reversal or Chargeback

If a refund, payment reversal, transaction cancellation or chargeback causes the licence fee to cease to remain paid:

1. the licence terminates;
2. the licence key and all activations may be revoked or disabled;
3. you must immediately stop using the Software;
4. you must delete all copies and licence data under your control;

5. access to downloads, updates or related services may be restricted. A refund or payment reversal never grants a right to continue using the product, including from a backup, system image, copied licence file or offline installation.

12. Chargebacks and Payment Disputes

FastSpring is responsible for transaction chargebacks and payment disputes as Merchant of Record. A chargeback is separate from the PhotonDSP voluntary refund procedure.

Where a chargeback, payment dispute or reversal is opened, PhotonDSP may suspend or revoke the corresponding licence and preserve purchase, activation and delivery records needed by FastSpring to investigate or respond to the dispute.

Where reasonably possible, customers should use the official PhotonDSP support/refund procedure or FastSpring Buyer Support before initiating a payment dispute. Nothing in this section restricts any non-waivable right to dispute an unauthorised or fraudulent transaction.

13. TRIALS AND EVALUATION VERSIONS

Unless a product page states otherwise, an authorised trial lasts fourteen days from server-confirmed activation. Trial issuance requires email confirmation, the applicable PhotonDSP acceptance bundle and internet access.

The current trial system may refuse a repeated trial for the same product when the same verified email has already received that trial or when the current exact public IP address is within the temporary repeat-trial restriction period. The checks are independent. The current system does not intentionally use a hardware fingerprint.

Continued trial use requires signed short-term server authorisation, currently designed for approximately two hours, and a monotonic in-process timer. Restarting the plug-in or host requires server verification. Changing the computer clock does not validly extend the trial.

PhotonDSP may refuse, suspend or terminate trial access for expiry, repeated creation, circumvention, fraud, abuse or technical misuse. Trial email data is not added to marketing lists without separate consent.

14. ACTIVATION AND LICENCE VERIFICATION

Initial paid activation requires an internet connection and normally permits no more than three active product-specific installations per licence.

Activation may process the licence identifier, product and version, operating-system information, a product-scoped installation identifier or cryptographic public-key identifier, IP address, timestamps, activation history and licence or payment status. The current design does not intentionally collect a hardware fingerprint or raw hardware serial numbers.

After successful activation, a perpetual paid licence is designed to work offline without a mandatory heartbeat, recurring lease or expiry solely because internet access is absent. When internet is available, opportunistic signed checks may receive refunded, chargeback, blocked or revoked status. Temporary server unavailability does not by itself disable a correctly activated paid licence.

Internet access is required for the product-specific client reset and signed acknowledgement needed before PhotonDSP authorises a voluntary refund. Product-specific resets do not intentionally delete the shared operating-system-protected local cryptographic identity used by another PhotonDSP product.

15. Protective Processing and Parameter Behaviour

PhotonDSP products may include protective processing, smoothing, filtering, parameter mapping, internal limiting, safety-related value constraints and signal-protection mechanisms.

For this reason, some visible or user-selected control values may not correspond to a simple, direct or unfiltered mathematical value inside the audio engine.

In certain ranges, the software may smooth, limit, scale, blend, delay, constrain or otherwise adapt internal parameter changes to reduce clicks, instability, excessive gain, unsafe transitions, harsh artefacts, feedback bursts, clipping risk, signal damage or other undesirable behaviour.

This means that the audible result may differ from a purely literal interpretation of the displayed control position, especially at extreme values, during fast automation, with high feedback, with unusual input material or in safety-critical ranges.

PhotonDSP may disclose relevant protective behaviour in the product page, manual, tooltips or documentation.

Such protective processing is part of the product design and is not a defect by itself.

Nothing in this section allows PhotonDSP to misrepresent core product functionality. If a product materially fails to conform to its published description, applicable consumer rights remain available.

16. System Requirements and Compatibility

You are responsible for checking the published system requirements before purchase.

PhotonDSP does not guarantee compatibility with every operating system, digital audio workstation, plug-in host, hardware configuration, graphics driver, audio interface or future software update.

Compatibility information may change over time.

PhotonDSP may discontinue support for obsolete operating systems, plug-in formats, hosts or hardware environments.

17. Updates and Upgrades

Except for updates, security updates, fixes and conformity remedies required by mandatory applicable law, PhotonDSP may provide minor updates, bug fixes or maintenance releases at its discretion.

Major upgrades, new product versions, new plug-in formats, platform ports or substantial feature expansions may require a separate purchase.

PhotonDSP does not guarantee that every feature request will be implemented or that every defect will be corrected.

18. Support and Communication Rules

Ordinary technical and licence support is provided through the official support form at <https://photondsp.com/#support> or another channel expressly designated by PhotonDSP. FastSpring Buyer Support handles FastSpring transaction, charge and payment matters through <https://fastspring.com/consumer-support/>.

Before contacting PhotonDSP support, customers must review the applicable FAQ, user manual, documentation and other published support materials. PhotonDSP may decline to answer a support request where the answer is already available in those materials.

PhotonDSP does not guarantee a particular response or resolution time except where mandatory law requires otherwise. PhotonDSP may prioritise licence, activation, security, widespread technical or legally urgent issues.

Users must not spam, flood, harass, threaten, send repeated duplicate messages, automate submissions, send excessive follow-ups, or misuse business, partnership, press, legal, privacy or security addresses for ordinary support. PhotonDSP may filter, rate-limit, block or refuse communications from abusive senders.

A request sent through a blocked or unauthorised channel may be treated as not properly submitted, and any resulting delay or inability to obtain a voluntary refund or discretionary support is attributable to the sender's breach, except only to the extent mandatory law requires PhotonDSP to receive or process a particular statutory consumer, privacy, security or legal notice.

19. Unauthorised Sellers

PhotonDSP is not responsible for products, licence keys, downloads or offers obtained from unauthorised sellers, file-sharing services, marketplaces, torrent sites, warez sources or other unauthorised channels.

Licence keys obtained from unauthorised sources may be rejected, suspended or revoked.

20. Errors

PhotonDSP may correct obvious errors, including pricing errors, product description errors, technical checkout errors, licence-generation errors or delivery errors.

If an order was completed based on an obvious error, PhotonDSP or the Authorised Seller may cancel the order, issue a refund, correct the licence or take another reasonable corrective action.

21. Sanctions, Export and Legal Restrictions

PhotonDSP may refuse, suspend or cancel access where required by sanctions, export-control rules, payment-network restrictions, fraud-prevention requirements or other legal obligations.

You agree not to use PhotonDSP products in violation of applicable law.

22. PRIVACY

PhotonDSP processes website, licensing, acceptance, key-delivery, activation, trial, support, security, analytics and marketing data as described in the PhotonDSP Privacy Policy.

FastSpring independently processes checkout, payment, billing, tax, fraud, invoice, refund and buyer-account data under the FastSpring Privacy Statement. Depending on the processing activity and applicable law, FastSpring and PhotonDSP may each act as a separate controller or may have controller responsibilities described by FastSpring for certain transaction data.

PhotonDSP does not receive full payment-card numbers processed by FastSpring. PhotonDSP receives limited order, purchaser, product and status data needed to verify a purchase, issue and administer the licence, prevent abuse, provide support and handle refunds. Under the selected fulfilment model, PhotonDSP does not send the plaintext licence key to FastSpring.

Acknowledging the Privacy Policy is not consent to processing that is necessary for a contract, legal obligation or legitimate interest. Marketing and non-essential cookie consent are separate and optional.

23. CHANGES TO THESE TERMS

PhotonDSP may update these Terms and will publish the new version number and effective date. The version applicable to a completed purchase or protected download is the version affirmatively accepted for that transaction or version, except where mandatory law permits otherwise.

Material new restrictions do not silently bind an existing paid licence merely because the Terms were published or because the previously acquired version continues to be used. PhotonDSP may require affirmative acceptance before a later update, major version, new trial or protected download.

Previous accepted versions and exact hashes may be preserved for evidence and durable-medium access.

24. GOVERNING LAW AND TRANSACTION TERMS

Unless mandatory consumer law provides otherwise, these PhotonDSP supplemental terms are governed by the laws of Ukraine, excluding conflict-of-law rules.

For business and professional customers, the courts of Ukraine have exclusive jurisdiction over disputes concerning these PhotonDSP terms to the maximum extent permitted by law. Consumers retain every mandatory competent forum that cannot lawfully be waived.

The FastSpring sale, checkout, payment, tax, invoice and monetary refund transaction is separately governed by the applicable FastSpring purchaser terms and mandatory law. These PhotonDSP Terms do not replace or amend that FastSpring transaction contract.

A consumer is not deprived of mandatory protections available under the law of the consumer's habitual residence that cannot lawfully be waived.

25. CONTACT

PhotonDSP operator and licensor: Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, with the registered address at 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine, trading under the PhotonDSP name.

Registered address: 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine.

Product support and refund requests: <https://photondsp.com/#support>

Privacy and assistance email: assistance@photondsp.com

Official website: <https://photondsp.com>

FastSpring buyer and payment support: <https://fastspring.com/consumer-support/>