

# Terms and Conditions

## Agreement between user and Friendly Shade Inc. trading as “Friendly Shade”

### Our Licensing Models

Before you add a product into your shopping cart, you will have to decide which of the following licensing models to choose:

#### Single User License

This model allows for the use of the licensed material by **one person**. Choose this option if you are a freelancer or hobbyist.

#### Team License

This model allows for the use of the licensed material by **up to 5 users** within one company or other type of enterprise. This option is ideal for groups of freelancers or small production teams.

#### Company License

This model allows for the use of the licensed material by an **unlimited number of users** within the same company or enterprise at a single site (i.e. one building, campus or street address).

#### Educational License

This model allows for simultaneous use of the licensed material by **up to 50 students** or members of the teaching staff within a single educational institution. Any commercial use beyond a purely educational purpose is prohibited.

### License Restrictions

You agree to abide by all applicable laws and regulations in using the Service. You agree not to:

- attempt to reverse engineer, decompile, translate, or disassemble the Service or related software or materials
- rent, lease, sell, or transfer the Service, or related software or materials
- disclose the results of any performance benchmarks of the Service or related software or materials to any third party without Friendly Shade’s prior written consent
- use the Service for any illegal purpose
- use the Service in any manner which violates the rights of a third party, including without limitation intellectual property rights
- take any action that imposes an unreasonable or disproportionately large load on the Service, System or servers etc.

You may not without specific prior written consent from Friendly Shade:

- use your own or third-party software to modify any content appearing within the Service or its environment or change how the Service is used.
- use the Service or any information accessible through the System, to bypass the System login architecture or create or provide any other means through which the System may be accessed and/or the Services may be used by others.

### Installation/Storage

Licensed content may be stored on local hard disc as well as local network storage, considering it doesn’t enable third parties outside of the licence agreement to access the data (as mentioned above). All licensed content may be used commercially (3d renderings, illustrations, real-time applications, image processing). No additional fees will be charged.

The number of other people who are permitted to use the Service (“Permitted Users”) will be determined according to the type of license you have. You may not, under any circumstances, whether intentionally, or through negligence or inaction, allow or enable persons other than the Permitted Users to access your account, unless specifically permitted in writing by Friendly Shade. You hereby accept sole responsibility for all activities that occur under your account.

### Intellectual Property

You acknowledge and agree that the statutory and other proprietary rights in respect of patents, designs, copyright, trademarks, processes, systems, drawings, data, specifications, documents, and other like rights relating to the Site or displayed or referred to on the Site are owned by Friendly Shade or in some cases, third parties.

You must not reproduce, copy, transmit, adapt, publish or communicate or otherwise exercise the intellectual property rights in the whole or any part of the material contained on the Site except as provided for in these Terms or with the prior written consent of Friendly Shade.

We do not grant you any licences, express or implied, to the intellectual property of Friendly Shade or our licensors except as expressly authorised by these Terms.

YOU HAVE NO RIGHT TO CREATE AND SELL FRIENDLY SHADE AND CUSTOMER ASSETS ON STAND ALONE BASIS

The Service must only be used for creating Customer Assets which are integrated into your own unique creations such as an image, animation or video games. You must not sell, license or otherwise provide access to Friendly Shade Assets (modified or in original format) to third parties on a stand-alone or re-distributed manner which is the same or similar to that provided by Friendly Shade under this Agreement. Any breach or attempted circumvention of this clause may result in immediate termination of this Agreement and/or access to the Service permanently suspended.

## **Indemnification**

If Friendly Shade in its sole discretion deems that you are misusing your license it may shut down Your License and access to the Service effective immediately and terminate this Agreement. Any prohibited use of the Service will result in termination of this Agreement and the License and an obligation for you to compensate Friendly Shade for any and all losses and damages which it incurs.

You agree to indemnify, defend and hold harmless Friendly Shade, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including attorneys' fees on a solicitor and own client basis) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Friendly Shade reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Friendly Shade in asserting any available defences.

## **Liability disclaimer**

Friendly Shade reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice if you breach these Terms.

## **Changes to Terms**

Friendly Shade reserves the right, in its sole discretion, to change these Terms. The most current version of these Terms will supersede all previous versions and your continued use of the Site will constitute acceptance of any such amended Terms. Friendly Shade encourages you to periodically review these Terms to stay informed of our updates.

## **Royalty Free License**

The products provided on Friendly Shade are provided under the Standard Royalty Free license. It grants you (the user) the ability to make use of the products for personal, educational, or commercial purposes as long as those purposes do not violate any of the following:

1. You may not resell, redistribute, or repackage the textures without explicit permission from Friendly Shade.
2. You may not use the textures in a logo, watermark, or trademark of any kind.

Effective as of 15th January 2016.