

ASSET FACTORY Terms of Service

AssetFactory Terms of Service

Last Updated: 15 July , 2017

1. Defined Terms : The following terms are defined for this Terms of Service (“TOS”):

1.1 “Content” means the textures, materials, 3d models, animation , documentation, sfx, software and related resources offered by AssetFactory .

1.2 “Software” means the computer code (in source and object form) which is owned by AssetFactory and which provides tools for access to and use of the Content.

1.3 “Service” means the Software and Content.

1.4 “Subscription Period” means the period of time during which Licensee is granted access to the Service, and if Licensee chooses, at its sole option to renew this License, additional Subscription Periods will last for an equal amount of time from the date of renewal.

2. Your Acceptance of Terms :

2.1 The following TOS are between you (the end user of this Service, individual or employee) and AssetFactory and constitute a legal agreement that governs your use of the Service. You must agree to these TOS before you can use the Service. If you do not agree to any of the following terms, please do not use the Service. You should print or otherwise save a copy of these TOS for your records. "AssetFactory " as used herein means AssetFactory.

2.2 By accepting these TOS you represent that you understand and agree to the foregoing.

3. Software and Content License:

3.1 The Hobby License is for single individuals doing non-commercial work and grants usage rights for a single individual only. The Freelancer License is for single self-employed individuals doing commercial work and grants usage rights for a single individual only. The Studio License are for entities generating more than \$100,000 per year in revenue. The Indie License is for entities generating less than \$100,000 per year in revenue and employing a maximum of 10 artists, entities that generate more than \$100,000 per year in revenue can still use the Indie License employing with a maximum of 10 artists. The Studio License, Freelance License, Academic License, Hobby License and Indie Team License all grant usage rights for a single entity, and does not grant usage rights for affiliate companies, outsourcing partners, subsidiaries and/or entities that share the name but not the location of the parent entity. Notwithstanding anything to the contrary in this Agreement, Licensee subcontractors working on location of Licensee is granted usage rights.

3.2 The email address supplied when purchasing the Service will be used for all official communication with AssetFactory . The same email address will be used to create an account to access the Service.

3.3 Any assets and/or documentation downloaded and locally archived by Licensee during the Subscription Period are allowed to be used locally and perpetually on any number of projects. Licensee of the Freelancer License, Studio License, and Indie Team License is granted full commercial usage rights with a perpetual commercial License for each asset. Each asset can be used by any artist engaged by Licensee on any project (current and future), an unlimited number of times. Licensee of the Hobby License is granted non-commercial usage rights with a perpetual non-commercial License for each asset.

3.4 This License does not permit Licensee to (1) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, subLicense, grant a security interest in or otherwise transfer any right in the Software, or (2) use any kind of malware or script to obtain

assets or compromise the security of the AssetFactory site, attempt to access unauthorized material or information, bundle any AssetFactory assets with any other tools or services, in edited or unedited form, subject the AssetFactory servers to an unreasonable load, or release any of the AssetFactory assets under any open source License.

3.5 As part of the Service, the Licensee may from time to time receive updates to the AssetFactory Service from AssetFactory . These updates may include additional asset, bug fixes, feature additions and entirely new versions of the Content.

3.6 Licensee agrees that it will not use the Service to: engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement; post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements; plan or engage in any illegal activity.

3.7 Licensee agrees that it may not share unmodified source AssetFactory assets with external parties including but not limited to outsourcers, freelancers, clients and online resources. Licensee may only share assets made with AssetFactory to external parties provided that Licensee has been granted full commercial usage rights of the Service and that the data is in a reasonably modified state and that the external party 1) works on the same project, or 2) holds an active License to AssetFactory.

4. Fees:

4.1 The License grants the Licensee a set number of download points during the Subscription Period, and a royalty free, non-exclusive, perpetual License to any downloaded assets on an unlimited number of current and future projects. Asset pricing is set at a minimum of 1 point per asset up to 10 points. The License includes regular asset library additions.

4.2 Upon consumption of all points during the Subscription Period, the Licensee may purchase additional points to the account via a “Top Up” process.

4.3 Failure to renew the Subscription Period by Licensee will, along with deactivating access to the Service. The AssetFactory Bridge software may continue be used commercially and perpetually.

5. Payment:

5.1 A receipt will be provided to the email address associated with the account of Licensee upon purchasing the Service.

5.2 When you provide a payment source to us, you confirm that you are permitted to use that payment source. You also authorize our designated payment processor to collect and store it, along with other related transaction information. When you make a payment, you authorize our designated payment processor to charge the full amount, specified in the invoice of currency US Dollars, to the payment source you designate for the transaction.

5.3 For recurring Subscriptions paid through a credit/debit card, each year that you use such Subscription(s), you agree and reaffirm that our designated payment processor is authorized to charge your credit card for the Subscription fee. You agree to notify AssetFactory promptly of any changes to your credit card account number, its expiration date and/or your billing address, and you agree to notify AssetFactory promptly if your credit card expires or is canceled for any reason. If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available. AssetFactory may cancel any transaction if the transaction is believed to violate these terms of service, or it is believed doing so may prevent financial loss.

6. Ownership:

6.1 AssetFactory owns all legal right, title and interest in and to the Service, including any

and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. Licensee further agrees that the Service (including the Content, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

6.2 Licensee owns all legal rights in any software or content it develops, including software or content which is derivative of or uses in any other way the Service. All rights, title and interest, intellectual property and exclusive exploitation rights to content produced by Licensee using the Service, are in Licensee's full ownership, on a worldwide basis and for the duration of the rights (including extensions, reversions, revivals and renewals of the same and thereafter, to the fullest extent possible, in perpetuity) in each country. Licensee may provide parts of the Content to third parties as part of Licensee's providing services and/or content to such third parties, and the third parties shall be free to use the Licensee-developed content (which may include elements of the Content) without any limitation or obligation whatsoever to AssetFactory.

7. Warranties:

7.1 AssetFactory warrants that it holds all intellectual property and other rights to the Service, and that the exercise of the rights granted to Licensee under this Agreement do not violate the rights of any third party.

7.2 AssetFactory warrants that the Content (including Future Content) will be without watermarks or other impediments to the uses contemplated under this Agreement.

7.3 You understand and acknowledge that the Service is made available on an "AS IS" basis. Except for the warranties expressly stated in this agreement, AssetFactory disclaims all warranties of the Service, expressed or implied. AssetFactory does not guarantee or warrant that any Licensee content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss. The Service may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. LICENSEE ASSUMES ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, AssetFactory is not obligated to provide any maintenance, technical or other support for the Service.

8 Changes to Service or Agreement:

8.1 AssetFactory may update or change these TOS over time. You understand and agree that your continued use of the Service constitutes your acceptance of the unrevised TOS originally agreed upon.

8.2 AssetFactory reserves the right to modify or suspend the Service (or any part thereof) at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, AssetFactory may provide notice of any such changes to the Service by posting them on its websites, online discussion groups and/or via the Service. You agree that AssetFactory shall not be liable to you or any third party for any modification or cessation of the Service. You acknowledge that AssetFactory has no express or implied obligation to provide, or continue to provide, the Service, or any part thereof, now or in the future.

8.3 AssetFactory shall not be liable to you or any third party for any modification or cessation of the Service. You acknowledge that AssetFactory has no express or implied obligation to provide, or continue to provide, the Service, or any part thereof, now or in the future.

9 Other Matters:

9.1 AssetFactory shall provide reasonable access to the Content via the internet and/or such password mechanisms as AssetFactory may reasonably employ.

9.2 You agree that in the absence of a separate written agreement to the contrary, AssetFactory is not obligated to provide any maintenance, technical or other support for the

Service.

9.3 As part of using the Service, AssetFactory will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Service. You agree that AssetFactory will be free to use any feedback you provide for any purpose.

9.4 In case of a breach of this Agreement, AssetFactory agrees that money damages will be a sufficient remedy and that no injunction may be obtained in regard to Licensee or its clients.

Privacy Policy

Last Updated: July 01, 2017

AssetFactory will only collect and use your personal information in order to make Bridge better, faster, and more convenient for you. We will never disclose your personal information without your explicit consent.

As AssetFactory evolves, this privacy policy is likely to evolve with it. We will not reduce your rights under this policy without your explicit consent. We will post any policy changes on this page and, if the changes are significant, we will provide a more prominent notice.

Refund Policy

Last Updated: July 01, 2017

AssetFactory will offer a refund for any points that not used successfully by the customer.

We do not offer refunds, customers needs to know what they are buying. Subscriptions expire monthly or annually and can be cancelled at anytime to ensure they are not charged again the next month. Please contact customer support at support[at]AssetFactory .com for extraordinary situations.

QUESTIONS?