|  |
| --- |
| **3DREAMLIBRARY END-USER LICENSE AGREEMENT** |

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THE PRODUCT:**

This “3dreamlibrary” Studio License Agreement (the “**Agreement**”) is a legal agreement between the purchaser of a “3dreamlibrary products” (the “**Client**” or “**you**” or “**user**”) and Mieszko Lacinski, conducting business activity under the name **3Dreamaker Mieszko Lacinski** (the “**Company**”), regarding the use of Company's “3dreamlibrary products” made available by Company in connection with this Agreement, which may include:

* User documentation provided in "online" or electronic form,
* Object code,
* Interface declarations,
* Assemblies, and
* Sample source code

Aforementioned products consisted of aforementioned objects and/or elements, shall be jointly hereinafter referred to as the “**3dreamlibrary products**” or separately as the “**Product/-s**”.

By purchasing any Product on the 3dreamlibrary.com site, you agree to the terms and conditions of this Agreement.

**COOPERATION NOTICE:**

The Company declares that all of the 3dreamlibrary products are made in cooperation with
“Ares Visual Effects Studio”, established in India, [pvt. ltd.
1/167, Rashmi khand, Shardanagar, Lucknow, 226012], owned and managed by Prashant Verma (“Ares Visual Effects Studio”).

**IMPORTANT NOTICE TO ALL USERS:**

• THIS AGREEMENT SETS OUT THE TERMS ON WHICH WE SUPPLY THE PRODUCTS AND RELEVANT DOCUMENTATION TO YOU. PLEASE READ THEM CAREFULLY. THESE TERMS TELL YOU WHO WE ARE, YOUR RIGHTS AND THE RESTRICTIONS APPLYING TO YOU IN RELATION TO USE OF THE PRODUCTS, WHAT TO DO IF THERE IS A PROBLEM AND OTHER IMPORTANT INFORMATION.

• BY CLICKING ON THE APPLICABLE “ACCEPT” BUTTON BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY INDICATED IN THE **POINT X.** OF THE AGREEMENT.

• IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT PROVIDE YOU WITH THE PRODUCTS AND DOCUMENTATION AND YOU MUST DISCONTINUE USING THOSE PRODUCTS.

**You should print a copy of this Agreement for future reference.**

**TECHNICAL REQUIREMENTS:**

All of offered Products are characterized by the following minimum hardware requirements, necessary for the proper use:

OS: Windows 7/ macOS / Linux

Processor: Intel i5-4590, AMD FX 8350 equivalent or better

Memory: 12 GB RAM

Graphics: Intel HD 4400 or better

Storage: 5 GB available space

Due to the fact that the Products offered by the Company are diversified by the type, each of them has its own technical requirements, which were indicated below (“**Minimum Requirements**”):

* If you are buying **Models Products** only  Software which allows you to access and view Alembic files (.abc);
* If you are buying **Textures Products** only  Software which allows you to run OpenEXR Bitmap file;
* If you are buying **Shaders Products** only  Software compatible with opening the shading files indicated in the description of each Product, available on the Website;

Aforementioned technical requirements shall apply only in the situation, when the Product has not its individual, specific technical requirements indicated on the Website.

If technical requirements of each Product indicated on the Website will be different from Minimum Requirements, specific technical requirements of each Product shall prevail.

1. **GRANT AND SCOPE OF LICENSE**
2. Company hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free right and license to use Products, unless terminated in accordance with the **point XIII.** of the Agreement (the “**License**”).
3. Under the scope of the License, you may:
	1. Install and use such numbers of copies of the “3dreamlibrary products” on such number of devices/computers owned or controlled by you for such number of users as indicated in your purchase order form, for the purpose of developing or creating, in particular, audio-visual content (the “**Composition**”);
	2. Reproduce and modify any source code included with the “3dreamlibrary products” as a component of the Composition; and
	3. Reproduce the relevant and necessary components of the “3dreamlibrary products” solely to incorporate the “3dreamlibrary products” into the Composition.
4. **RIGHT TO CHANGE YOUR MIND**

If you are a consumer, you have a legal right to change your mind until the end of the
14 day period from the date you accept the conditions of this Agreement. If you are a consumer and change your mind, please let us know by contacting us by phone, by
e-mail, or by post (by printing off the form which is in the Schedule at the end of this Agreement and sending it to us or by simply writing to us at our address, including details of the Product, when you ordered it and your name and address). Our contact details are set out in the **point XV.** below.

1. **RESTRICTIONS**
2. Except as expressly set out in this Agreement or as permitted by any local law, you may not, and may not enable others to:
	1. Create, design or develop anything other than the Composition;
	2. Reverse engineer, reverse compile, or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, techniques, or algorithms in the “3dreamlibrary products” or the Company’s current or future products and services (collectively, the “**Company Products**”), except as and only to the extent any foregoing restriction is prohibited by applicable law or permitted by applicable law notwithstanding the foregoing restriction, or to the extent as may be permitted by licensing terms governing use of any open source software components included within the “3dreamlibrary products”;
	3. Distribute, sell, lease, rent, lend, offer on a service bureau basis or sublicense any part of the “3dreamlibrary products” to any third party except as expressly provided herein and as necessary to distribute the Composition;
	4. Remove, obscure, or alter any proprietary rights or confidentiality notices within the “3dreamlibrary products” or any software, documentation or other materials in it or supplied with it;
	5. Create any software that prevents or degrades the interaction of applications developed by others with the “3dreamlibrary products” or the Company Products; or
	6. Use the “3dreamlibrary products” to create, develop or use any program or software which:
		1. Contains any viruses, Trojan horses, worms, Ransomware, cancel-bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
		2. Limit the functionality of any software or hardware; or
		3. When used in the manner in which it is intended, violates any material law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising).
3. You may use the “3dreamlibrary products” solely in connection with the intended uses set forth herein.
4. The “3dreamlibrary products” may contain certain open source software and materials which are subject to the terms of certain open source licenses which are available at this link [hyperlink to open source licenses] (“**Open Source Licenses**”). By clicking on the applicable “Accept” button below, you acknowledge that you have read the terms and conditions of the Open Source Licenses and undertake to comply with these terms and conditions.
5. **INTELLECTUAL PROPERTY RIGHTS**
6. You acknowledge that all intellectual property rights in the “3dreamlibrary products” throughout the world belong to the Company, that rights to the “3dreamlibrary products” are **licensed (not sold)** to you, and that you have no rights in, or to, the “3dreamlibrary products” other than the right to use them in accordance with the terms of this Agreement.
7. Without limiting the foregoing, the “3dreamlibrary products” is protected by Polish copyright laws, international treaty provisions and other applicable laws.
8. There are no implied licenses or other implied rights granted under this Agreement. All rights not expressly granted hereunder are reserved to the Company.
9. You acknowledge that the “3dreamlibrary products” and the Company Products contain valuable proprietary information and trade secrets and that unauthorized or improper use of the “3dreamlibrary products” and the Company Products will result in irreparable harm to Company and its licensors for which monetary damages would be inadequate and for which Company and its licensors will be entitled to immediate injunctive relief.
10. You hereby grant to the Company a non-exclusive, perpetual, irrevocable, paid- up, transferable, sub-licensable, worldwide license under all intellectual property rights, covering the fields of exploitation indicated in particular in the Article 50 of Polish Law On Copyright And Related Rights, covering such Feedback to use, disclose and exploit all such feedback for any purpose.
11. The Company reserves the right to use users’ Composition that has been created and released (publically available) to the Internet community by using Products, for the purpose of the Company’s promotional materials and activities, as well as for all content and other materials used by the Company in the scope of Company’s social media marketing. In the respect of the aforementioned provisions, users hereby grant to the Company a non-exclusive, perpetual, irrevocable, paid- up, transferable, sub-licensable, worldwide license under all intellectual property rights, covering the fields of exploitation indicated in particular in the Article 50 of Polish Law On Copyright And Related Rights, covering such usage of its Composition.
12. Company retains the right to highlight notable users of the “3dreamlibrary products” for Company’s professional portfolio and website, and in galleries, design periodicals, and other media or exhibits for the purpose of recognition of creative excellence or professional advancement.
13. Company admits, that this Agreement does not affect the Company's personal copyrights to the Products, relating in particular to the authorship of the Product, inviolability of the content and form of the Product and its fair use or supervision of the use of the Product. User’s actions focused on removing and/or changing the name of the author (Company) of the Product and/or the name of such Product, will constitute a gross violation of the provisions of the Agreement.
14. Nothing in this Agreement will preclude Company or its Affiliates from lawfully developing, independently of your Confidential Information, for itself or for others, products or services that are competitive with the Composition.
15. If the legality of the user's use of the Products is questioned, based in particular on the questioning of the Company's possession of the relevant copyright to the Products, the user is obliged to immediately inform the Company of this fact. In the situation referred to in the preceding sentence, the user will take all possible factual and legal steps to enable the Company to take part in negotiations and discussions concerning the potential infringement of any rights related to the Products. If an action is brought against you, you will give the Company the opportunity to enter the proceedings as an intervening party. In addition, you may not neither, without the Company's prior written consent in this regard, otherwise null and void, make any binding decision as to the payment of any amount of damages, compensation or any other sum of money, nor may you enter into any binding agreement, settlement or mediation procedure.
16. **TRADEMARKS AND PUBLICITY**
17. You may indicate that your Composition is ***made with “3Dreamlibrary assets”***
18. If done so, you will include a reference to the Company Products and Company in any press releases for the Composition that relate to the Company and its Company Products, and will identify the Company as the provider of the Company Products.
19. You may not use Company’s trademarks, whether registered or unregistered, in any manner that implies that Company endorses or otherwise approves of the Composition.
20. Your use of the Company name under this Agreement does not create any right, title or interest in the Company name or any Company trademarks and all goodwill arising from your use inures solely to the benefit of the Company.
21. **MAINTANANCE DISCLAIMER**

|  |  |
| --- | --- |
| *If you are the consumer* | *If you are the business user* |
| * Subject to your legal rights in relation to the “3dreamlibrary products”, we do not provide any warranty in relation to the “3dreamlibrary products”;
* Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office.
 | * The “3dreamlibrary products” is provided “as is”.
* To the maximum extent permitted by law, we and our Affiliates, suppliers and licensors, if any, disclaim all warranties, either express or implied, including warranties of merchantability, fitness for a particular purpose, performance, accuracy, reliability and non-infringement.
* We do not warrant that the “3dreamlibrary products” will meet your requirements or be error free. Your sole recourse in the event of any dissatisfaction is to stop using and to delete the “3dreamlibrary products”. However, we always make sure that our Product is the most impeccable technically clean product out there on the market.
* In the Agreement, “**Affiliate**” means, with respect to any entity, any other entity that controls, is controlled by, or under common control with such entity. The terms “controls,” “controlled by,” and “under common control with” mean the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity, and any other entity with respect to which the Company or any of our Affiliates has management or operational responsibility (even though the Company or such Affiliate may own less than fifty percent (50%) of the equity of such entity).
 |
| IF THERE IS A PROBLEM WITH THE PRODUCTS OR YOU HAVE ANY QUESTIONS OR COMPLAINTS ABOUT THE PRODUCTS, PLEASE CONTACT US.OUR CONTACT DETAILS ARE PROVIDED IN [XV] BELOW. |

1. **USE-SPECIFIC LICENSE TERMS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Personal:** | **Educational/Commercial:** | **Freelance:** | **Studio  Up to 11 Artists** |
| **License Terms** |
| After purchasing personal License you may use it in personal projects or for educational purposes as well as non commercial teaching purposes.  | After purchasing Educational/Commercial License you gain access to “3dreamlibrary products” which would allow the teaching facility to gain revenue through training with use of the “3dreamlibrary products”.To place a custom purchase request that can be done by directly contacting us at:contact@3dreamlibrary.comwith a topic title:*schoolName\_educationalCommercial*(example: polishFilmSchool\_educationalCommercial)We usually respond within 24hours with a quote, however we do our best to respond right away. | After purchasing the Freelance license, the “3dreamlibrary products” may be stored and hosted on any internal server. It may not be hosted in the cloud based server. You agree that use of the “3dreamlibrary products” under the Freelance License shall not exceed more than ten (10) employees on full time including contractors and other staff members, nor shall the “3dreamlibrary products” be used by any individual on behalf of any studio, company, and/or any separate entity. You may use the kit on commercial projects while working as a freelancer hired by a studio but you may not use a freelance license on studio projects as a staffed artist at that studio.  | After purchasing under the Studio License, the “3dreamlibrary products” may be stored and hosted on your server. Under the Studio license, the “3dreamlibrary products” may be purchased only by studios with eleven (11) or more employees, in total, including full time employees as well as independent contractors. Purchase allows for reusability across the site which it was originally purchased from.  |
| Doesn’t ever expire. You own it forever including any future updates and releases. |
| Use by individuals for other purposes than outlined in these Agreement shall constitute a violation of this Agreement. (See point III.  Restrictions) | After purchasing such a custom License, use of the “3dreamlibrary products” for other purposes than outlined in these License terms shall constitute a violation of this Agreement. (See point III.  Restrictions) |  | Sharing the “3dreamlibrary products” under the Studio License to the employees of that studio to be used outside of the studio premises, shall constitute a violation of this Agreement. (See point III.  Restrictions) |

1. **CHANGES TO THE PRODUCTS**

The Company reserves the right to update or force the Client to update “3dreamlibrary products”, (i) to reflect changes in relevant laws and regulatory requirements; or (ii) to implement minor technical adjustments and improvements.

1. **CLIENT’S OBLIGATIONS AND WARRANTIES**
2. In addition to your other obligations under this Agreement, you warrant and agree that:
	1. If you:
		1. are a customer, you are at least 18 years of age and have the right and authority to enter into this Agreement on your own behalf, or
		2. if you are entering into this Agreement on behalf of your company or organization, you have the right and authority to legally bind your company or organization.
	2. You will use the “3dreamlibrary products” only in the manner expressly permitted by this Agreement and in the manner fully legal and comprehensive with general provisions of law.
3. **LIMITATION OF LIABILITY**

|  |  |
| --- | --- |
| *If you are the consumer* | *If you are the business user* |
| * You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
* The Company is only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we agreed this Agreement.
 | * You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
* The Company and our Affiliates, suppliers and licensors shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
	+ loss of profits, sales, business, or revenue;
	+ business interruption;
	+ loss of anticipated savings;
	+ loss or corruption of data or information;
	+ loss of business opportunity, goodwill or reputation; or
	+ any indirect or consequential loss or damage.
* Company’s maximum aggregate liability and the maximum aggregate liability of our Affiliates, suppliers, licensors, distributors and resellers under or in connection with this License whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to PLN 5,000.00.
* This License sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this License, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this License whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
 |

1. **CONFIDENTIALITY**

You agree to keep confidential any information connected (directly or indirectly) with the Agreement and its separate provisions. The confidentiality obligation shall be in force for the period of the Agreement’s duration, as well as after the termination of the Agreement for any applicable reasons.

1. **HOW THE COMPANY MAY USE YOUR FEEDBACK**
2. If you contact us with feedback regarding the “3dreamlibrary products” such as:
	1. questions,
	2. comments,
	3. suggestions or similar,

you consent to our use of this feedback on an anonymised basis (“**Anonymised Information**") for our business purposes and for distribution to the third parties for any purpose.

1. You hereby grant to us a transferable, non-exclusive, worldwide, perpetual license to use and distribute the Anonymised Information without payment of any relevant fees.
2. **TERMINATION OF THE AGREEMENT**
3. You may terminate this Agreement at any time by notifying the Company in writing, otherwise null and void.
4. The Company may also terminate, block, or suspend access to the Products immediately, without prior notice, for reasons including but not limited to:
	1. any material or persistent breach of this Agreement by the Client, its affiliates, subcontractors or any other entities cooperated with the Client,
	2. when the Company discontinue provision of the Products to all users,
	3. when the Company no longer support the Products,
5. Upon termination for any reason:
	1. all rights granted to you under this Agreement and the License shall cease;
	2. you must cease all activities authorised by this Agreement License;
	3. you must immediately delete or remove the Products from all computer equipment/devices in your possession and immediately destroy or return to the Company (at our option) all copies of the Products then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
6. **MISCELLENOUS**
7. We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights under this Agreement and will not require to obtain yours consent in this respect.
8. You may not transfer your rights or your obligations under this Agreement to another person and/or entity where to do so would cause you or us to be in breach of applicable laws.
9. This Agreement is an agreement between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to obtain the approval of any other person in order to end the Agreement or make any changes to its terms.
10. This Agreement and any document expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in this Agreement or any document expressly referred to in it.
11. If we do not insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that you do not have to perform those obligations. If we do release you from performing any obligation, we will only do so in writing, otherwise null and void, and that will not mean that we will automatically release you from any further obligations you have under this Agreement.
12. If any court or competent authority decides that any of Agreement’s provisions are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
13. This Agreement is governed by Polish law.
	1. In the situation in which user is an entrepreneur, any disputes arising from performance of this Agreement shall be resolved by common court having jurisdiction over the Company's registered office;
	2. In the situation in which user is a consumer, any disputes arising from performance of this Agreement shall be resolved by a common court, which jurisdiction will be determined on the basis of general provisions of Polish law.
14. **CONTACT INFORMATION**
15. We are 3Dreamaker Mieszko Łaciński established in Poland. In order to provide You with high-quality content, we strictly cooperate with Ares Studio.
16. If you are a consumer, if you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice in writing, you can send this to us by e-mail  [contact@3dreamlibrary.com]. We will confirm receipt of this by contacting you in writing or by an e-mail.
17. If we have to contact you or give you notice in writing, we will do so by e-mail at the e-mail address you have provided to us in your order for the Products.
18. If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

**Appendix no. 1**

**FORM OF CANCELLATION**

*(Complete and return this form only if you wish to withdraw from the Agreement)*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To 3Dreamaker Mieszko Łaciński , ul. Macieja Rataja 16, 83-032 Pszczółki, Poland (Telephone [\_\_\_])

I, [\_\_\_] hereby give notice that I [\_\_\_] cancel my [\_\_\_] agreement of sale of the following Products:

1. [\_\_\_],
2. [\_\_\_],

ordered on [\_\_\_],

**Name of consumer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address of consumer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of consumer(s) *(only if this form is notified on paper)*