

Home MENU
3DExport
PSDexport
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Home / Knowledge Base / Site Guide / End User License Agreement (EULA)

Home / Knowledge Base / Legal Terms / End User License Agreement (EULA)

# End User License Agreement (EULA)

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# End User And Seller Agreement

The terms and conditions set forth herein (the "Terms") constitute a legally binding agreement between NETRINOMEDIA and you ("You" or "Your") regarding the terms on which NETRINOMEDIA offers You access to its Website and Service. Your use of the Website or Service constitutes acceptance of these Terms.

Knowledge Categories

Purchasing 6

Navigation

Licenses 11

Site Guide 23

Upload 6 Instructions

Vendor 12 Products

User issues 11

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- 7. **"Seller"** refers to the submitting individual or business who publishes Content at NETRINOMEDIA.

## II. License Agreement Between

Legal Terms	8
ltem Support	14
Copyright	5
Community	2
Affiliate Program	2
Functions	3
Getting Started	12
Getting Paid	7
For Buyers	30
For Sellers	41

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In the event a Member returns any Content, whether acquired by Valid Sale or freely available for download, all

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In addition to the above terms that apply to certain contexts, the following terms apply to all types of Content.

#### 1. Ownership.

Seller retains ownership of the copyrights and all other rights in Seller Content, subject to the non-exclusive rights granted to us under this agreement. Seller is free to grant similar rights to others during and after the term of this agreement.

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The license grant contained in this agreement can be terminated using the guidelines below. NETRINOMEDIA reserves the right, notwithstanding the guidelines below, to terminate this agreement at any time and without notice if any Content submitted violates the representations and warranties of paragraph three (3) below. This agreement may be terminated at any time by either party upon written notice via email or regular mail. Nothing in this agreement shall be construed to mean that a Seller may not submit or delete Content from the material submitted by such Seller as part of general maintenance of such Seller's account.

#### 3. Representations and Warranties.

Seller represents and warrants that: (a) the Content is Your original work, and contains no copyrighted material of any kind that Seller is not the exclusive owner of, including but not limited to: music and/or synchronization rights, images (moving or still) of any kind, writings of any kind, and model clearances/releases; (b) Seller has full right and power to enter into and perform this agreement, and have secured all third party consents necessary to enter into this agreement; (c) the Content does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other

proprietary rights, rights of publicity or privacy, or moral rights; (d) the Content does not and will not violate any law, statute, ordinance or regulation; (e) the Content is not and will not be defamatory, libelous, pornographic, obscene or evocative of racial hatred of any kind; (f) the Content does not and will not contain any viruses or other programming routines that detrimentally interfere with computer systems or data; (g) the Content does not contain any material that, as a condition of use, requires additional license restrictions such as requiring the publication of source code or Content that limits commercial exploitation of Incorporated Content; and (h) all factual assertions that Seller has made and will make to us are true and complete. Seller agrees to execute and deliver documents to us, upon our reasonable request, that evidence or effectuate our rights under this agreement.

#### 4. Determining Type of Content.

NETRINOMEDIA implements and maintains business practices which enable us to accurately categorize Content that Sellers deliver to us. If NETRINOMEDIA makes an error in good faith, however and consequently exceed our license rights, Seller's sole and exclusive remedy will be for us to take all reasonable steps to promptly correct the error as soon as NETRINOMEDIA becomes aware of the error.

#### 5. Royalty Payments & Commission.

Seller will be entitled to a royalty of 60% (unless otherwise specified) of all proceeds from the Valid Sale of Seller's Content paid by check monthly. The remaining 40% of all proceeds from Valid Sales is deducted by NETRINOMEDIA as a commission. Seller hereby authorizes NETRINOMEDIA to collect and distribute such royalties and commissions. Seller may be eligible to commissions as high as 70% for participation in an exclusivity program with NETRINOMEDIA (http://www.NETRINOMEDIA.com/sell-3d-models.php).

#### 6. Confidential Marketplace Information.

As part of Seller's participation in NETRINOMEDIA, Seller may have access to certain reports, records, and other business information available only to Sellers. Such information is the confidential information of NETRINOMEDIA and should be

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Tagged: #Agreement #End User #EULA #License

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#### About NetrinoMedia

NetrinoMedia is a network of graphic web resourses, which was founded by a group of creative freelancers. Since 2001 our team has been working on the network of educational resources, cg and web design portals and graphic stores to provide users with useful exclusive information, help digital artists to share professional knowledge and creative artworks.

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