

Asset Licence Agreement:

1) Your Purchase:

You are purchasing a licence to use the Asset(s) distributed with this Licence Agreement (the "Agreement"), subject to the terms and conditions included herein. Please read this Agreement carefully.

1.1.) Contact:

If you have questions regarding this agreement you can contact me, via e-mail, here:
studiosoulares@gmail.com

1.2) Effectiveness

This Agreement is effective on the date of purchase from Itchi.io (the "Effective Date"). Please refer to your Itch.io invoice for the exact Effective Date.

2) Definitions:

"Agreement"	• This document.
"Effective Date"	• The date of purchase.
"The Purchase"	• Obtainment via buying or free downloading, when applicable
"The Artist"	• Me, (Studios SoulAres).
"The Purchaser"	• You.
"Asset(s)"	• Means any content purchased under this Agreement (including, but not limited to, any drawing, pixel art sprite, tile, animation frame, etc).
"Derivative Work"	• Means any modification or addition to an Asset or any form in which an Asset may be recast, transformed or adapted.
"Licence(s)"	• The terms governing the use of the Asset(s).
"Media Product"	• Means a digital videogame, video content and/or application. It also includes games delivered on CDs, DVDs, Cartridges or similar physical saving mediums.

3) Terms of Licence:

3.1) Under This Licence, Purchaser Agrees To:

1. May create Derivative Work(s) from the Assets, for incorporation into a Media Product, however, any and all such Derivative Work(s) shall be governed by the terms of this Agreement.
2. Agrees to put the Artist's name in the credits of the Purchaser's Media Product under the point of "additional art assets" or under another point the Purchaser deems fitting.

3.2) Under This Licence, Purchaser Agrees Not To:

1. Use or resell the Asset(s) or Derivative Work(s) for anything other than incorporation into a Media Product.
2. Use, sell, share, transfer, sub licence or redistribute the licenced Asset(s) or Derivative Work(s) other than as part of the relevant Media Product.

If the Asset(s) or Derivative Work(s) are included as a standard asset in an engine or other game development tool, this License does not extend to any products created with such engine

3. Authorize the user of a Media Product to extract the Asset(s) or Derivative Work(s) and use them, for any purpose, outside of the relevant Media Product.
4. To use, sell, share, transfer, sub licence or redistribute the licenced Assets or Derivative works other than as part of the relevant media product.
5. Although the assets may be incorporated on Logos and service marks, the purchaser acknowledges that he cannot open legal disputes on the matter of the intellectual property of this Asset against the Artist, or any other purchases of this product.
6. Purchaser may not use Artist's name or likeness in, or associated with, any marketing campaign or digital product page for the Media Products, unless explicitly authorized by Artist.

4) Warranty:

Artist warrants that:

1. He is the sole legal and exclusive owner of any and all intellectual property rights in each Asset.
2. the Asset does not infringe the rights of any third party.
3. the Asset does not contain viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware
4. The descriptions provided on the Asset page accurately describe the contents of said Asset pack.

5) Ownership of Assets, Derivative Works and Media Product:

1. Any and all intellectual property rights in the Asset are and shall be owned by the Artist.
2. Any and all intellectual property rights in Derivative Works shall be owned by the Artist. To the extent that any such intellectual property rights automatically vest in the Purchaser, then in consideration of the Licence granted to the Purchaser to create Derivative Works (which the Purchaser hereby acknowledges is adequate and sufficient consideration) the Purchaser hereby assigns by way of present and future assignment, any and all such rights to the Artist. The Purchaser shall execute and deliver such documents and perform such acts as may be required for the purpose of giving evidence of and/or full effect to such assignment.

6) Severability:

Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7) Amendment:

Artist reserves the right to change or modify parts of this Agreement at any time in order to prevent misunderstanding or misinterpretations not originally intended by the Artist.

8) Attribution:

If your project uses any asset made by the Artist, among others visual resources, made by third parties, give attribution following this sample:

1. Character art

With Character art resources made by:

[...]

Studios SoulAres.

<https://soulares.itch.io/>

[...]

2. Tilesets and background art

With Background art resources made by:

[...]

Studios SoulAres.

<https://soulares.itch.io/>

[...]

If your project solely uses any asset made by the Artist, give attribution following this sample:

1. Character art

Character Art by:

Studios SoulAres

<https://soulares.itch.io/>

2. Tilesets and background art

Scenery and Background Art by:

Studios SoulAres

<https://soulares.itch.io/>