

End User License Agreement

This End User License Agreement (EULA) defines the terms and conditions for the use of the Digital Assets sold on Artaux (www.artaux.io).

Artaux (www.artaux.io) is owned by Avishyat Tech Ventures LLP and will be addressed as "us", "our" or "we" for this agreement.

The Digital Assets that are sold on our website (www.artaux.io) are uploaded by their respective Contributors. All the ownership rights belong to the Contributors for their respective Digital Assets. We do not own any of the Digital Assets sold on our website unless mentioned otherwise.

You, the User, fully agree to the following terms and conditions stated in this agreement when you purchase or download any of the Digital Asset from our website.

If the User breaches the terms stated in this agreement in any way, we, in our full discretion (but not having any obligation), reserve the right to take the appropriate legal action against the User. We may also disclose the necessary or full information available to us of the User (depending on the case) to the respective Contributor of the Digital Asset/s purchased by the User or to the concerned authorities.

General

1. For each digital file (called a "Digital Asset") you purchase and download, you are granted a limited license to use the Digital Asset on an exclusive, revocable and commercial basis for one single use per download strictly in accordance with the terms of this EULA.
2. For Digital Assets listed under "Digital Art Supplies", you can use them to create as many projects as you like. There are more details described for this below.
3. For Digital Assets which are not under "Digital Art Supplies", a single use is the use of the Digital Asset to create an End Product (requiring an application of skill and effort) in one of the following ways:
 - a) For a Digital Asset that is a template under "Marketing Collaterals" or "Offices & Colleges", the End Product is the customised implementation of the Digital Asset.
 - b) For a Digital Asset that is listed under "Video Editing & VFX" and "Animation & CGI", the End Product is a sync of the Digital Asset with an audio-visual or video-only work that incorporates the Digital Asset as well as other things, so that it is larger in scope and different in nature than the Digital Asset.
 - c) For other types of Digital Assets, an End Product is a work that incorporates the Digital Asset as well as other things, so that it is larger in scope and different in nature than the Digital Asset.

Details about things you can do with the Digital Assets that are not listed under “Digital Art Supplies”

4. You can use a Digital Asset to create an End Product for yourself or for a client. If you use an Digital Asset to create an End Product for a client, then you can transfer the End Product to your client as long as you have followed the requirements in clause 3. The right to use that Digital Asset as an End Product is transferred to you client with the End Product.
5. The rights must only be transferred/ granted on condition that use of the Digital Asset is limited to that use which is necessary in order to use the End Product, so the Digital Asset must not be extracted, reproduced or used in any other way. You must inform your client of this condition.
6. You can make any number of copies of the End Product created using a Digital Asset. You can distribute the End Product through multiple media. See below for more details.
7. You can modify or manipulate a Digital Asset, or combine the Digital Asset with other works, to suit your End Product. The resulting works created using the Digital Asset are subject to the terms of this EULA. You can do the things allowed in this clause as long as the End Product you then create using a Digital Asset is one that’s permitted under clause 3.

Things you can’t do with a Digital Asset

8. You can’t redistribute the Digital Asset as stock, in a tool or template, or with source files. You can’t do this with an Digital Asset either on its own or bundled with other items, and even if you modify the Digital Asset. You can’t redistribute or make available the Digital Asset as-is or with superficial modifications.
9. You can’t use an Digital Asset in any application allowing an end user to customize a digital or physical product to their specific needs, such as an “on demand”, “made to order” or “build it yourself” application.
10. You can’t use an Digital Asset for merchandising, which means an End Product created using that Digital Asset where the primary value of the product lies in the Digital Asset itself, including:
 - a) An End Product where the Digital Asset serves as its core component, and where without the incorporation of the Digital Asset it would not fundamentally differ from any other product of similar nature and use.
 - b) An End Product where the incorporation of the Digital Asset is what makes the product fundamentally unique and valuable, and is the main driving factor for the sale of the End Product.

For clarity, End Products where skill and effort have been applied to incorporate the Digital Asset into a larger design (such as with text and other graphics/images) or used as product packaging are not considered merchandising and are allowed.

11. You must not permit an end user to extract a Digital Asset and use it separately from the End Product created using that Digital Asset.

12. You can't claim trademark or service mark rights over an Digital Asset within the End Product created using that Digital Asset.

Terms for Digital Art Supplies

13. For Digital Assets listed under "Digital Art Supplies" such as fonts, brushes, effects, etc., these conditions apply:
 - a) The Digital Asset can only ever be used by you, the original purchaser. This means that you cannot transfer the Digital Asset to someone else, or allow it to be used by someone else, even within the same company.
 - b) Except as set out in paragraph d., you can't redistribute the font or other Digital Assets (this includes no public distribution, display or performance). You also can't modify or make derivatives of the Digital Assets.
 - c) Except as set out in paragraph d., you can't incorporate or distribute the font or other Digital Asset within an End Product. But you may link the users of the End Product to where they can directly license the font or Digital Assets.
 - d) You can incorporate a web-enabled font as part of an End Product, but your End Product must not encourage or facilitate users to extract the font or create new text using it.

Other license terms

14. For some Digital Assets, a component of the Digital Asset will be sourced from a third party and different license terms may apply to the component, such as someone else's license or an open source or creative commons license. If so, the component will be identified in the Digital Asset's description or in the Digital Asset's downloaded zip files. The other license will apply to that component instead of this license. This license will apply to the rest of the Digital Asset.
15. For some Digital Assets, a GNU General Public License (GPL) or another open source license applies. The terms of any open source license will be included with the Digital Asset (as a .txt file or, in some cases, embedded as part of the Digital Asset itself). For any parts of the Digital Asset subject to the open source license, those open source license terms will apply to the extent that's determined by the open source license terms and the nature of the Digital Asset, and this license applies to the rest of the Digital Asset.
16. Open source licensing is relevant for themes and plug-ins for WordPress and other open source platforms. Where a Digital Asset has components that are licensed under the GPL or other open source license, information about the applicable license will be noted in the Digital Asset's download files.

17. We are not responsible for the accuracy of the Digital Assets including the Digital Asset's description and any keywords provided by the owner of the Digital Asset and nor are we responsible for any component of a Digital Asset sourced from a third party. Content that is used by the Contributor of the Digital Asset to demonstrate how the Digital Asset works (for example things like photos in themes and audio files for videos) may have been sourced from a third party and it's your responsibility to check the files to ensure that there is an appropriate license for your intended use.
18. You can only use a Digital Asset for lawful purposes. Also, you can't use a Digital Asset in connection with material which is offensive, defamatory, pornographic, obscene or demeaning, or promotes discrimination. If a Digital Asset contains an image of a person, even if the Digital Asset is model-released you can't use it in a way that creates a fake identity, implies personal endorsement of a product by the person, or in connection with sensitive subjects.
19. Digital Assets that contain digital versions of real products, trademarks or other intellectual property owned by others have not been property released. It is your responsibility to consider whether your use of these Digital Assets require a clearance and if so, to obtain that clearance from the intellectual property rights owner.
20. This license applies in conjunction with the **Terms Of Use** for your use of Artaux. If there is an inconsistency between this license and the Terms Of Use, this license will apply to the extent necessary to resolve the inconsistency.
21. This license can be terminated for any Digital Asset if you breach the license and don't remedy the breach. If termination happens, you must stop using the relevant Digital Asset, which includes no longer making copies of or distributing the End Product created using that Digital Asset (unless you remove the Digital Asset from it).
22. The owner of each Digital Asset retains ownership. You can't claim ownership of an Digital Asset, even if modified under clause 7, for example through content identification systems.