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### **2. Definitions.**

- a) Humano – Is the online store offering 3d models as defined in the previous clause.
- b) Payhip – is the vendor company that process orders, provide downloads and issue invoices, with registered office in: First Floor, 2 Woodberry Grove, North Finchley, London N12 0DR, United Kingdom.
- c) License – is the right to use the Product, that Buyer ordered and paid for, in a way described and granted in the following instrument.
- d) Product – collection of digital files created by Humano.

3. USER. The access and / or use of this portal <https://humano3d.com> defines the condition of USER, a condition that in turn implies the acceptance of the Terms and Conditions and License here reflected. The aforementioned Conditions will be of immediate and obligatory application regardless of the Particular Contracting Conditions that may arise.

**4. All Products created by Humano are subject to this License and Terms of Use.** Also exceptions from this terms of use and license must be confirmed by Humano by email or writing when it deems convenient.

**This agreement grants the User-Buyer royalty-free, non-exclusive, non-transferable license to use and modify the Products to create images, VR and animations for commercial and non-commercial purposes.**

5. Intellectual Property Relating to USER: Humano by itself or as an assignee, is the owner of all the intellectual and industrial property rights of its website <https://humano3d.com>, as well as the elements contained in it (for example, images, sound, audio, video, software or texts, etc ).

The reproduction, distribution and public communication, including the way it is made available, of all or part of the contents of this web page for commercial purposes, in any medium and by any technical means, without authorization, are expressly forbidden.

The USER undertakes to respect the Intellectual and Industrial Property rights owned by Humano.

The USER can view the elements of the portal and even print them, copy them and store them on the hard disk of its computer or any other physical support solely and exclusively for its personal and private use.

6. Exclusion of Warranties and Liability: Humano is not responsible in any case for any damages of any kind that could cause errors or omissions in the contents, lack of availability of the portal or the transmission of viruses or malicious programs or harmful to the contents, despite had having adopted all the necessary technological measures necessary to avoid it.

7. Data Protection. Humano complies fully with the data protection policies contemplated in the regulatory framework of the European Union about Protection of Personal Data.

Humano treats Buyer data confidentially and will never pass or sell the Buyer data to any third parties. The privacy and data protection and cookies policies will be specified in an individual manifesto apart from the present instrument and available to users on the portal.

8. Modifications: Humano reserves the right to make any changes it deems appropriate on its website without prior notice, and may change, delete or add the contents and services provided through it, as well as the way in which they appear presented or located.

10. Right of Exclusion: Humano reserves the right to deny or withdraw access to [https:// humano3d.com](https://humano3d.com) portal services offered without notice, on its own or a third party, to those users who violate the present General Conditions of Use.

11. Legal Actions: Humano will pursue the breach of these conditions as well as any improper use of its portal exercising all civil and criminal actions that may correspond by law.

**12. Duration. This is a lifetime license**, unless Humano expressly notified otherwise to User.

13. Territories. The license conferred here is global in scope, and covers all the territories of America, Europe, Asia, Africa and Oceania.

**14. Exclusions. The license hereby expressly excludes and forbid the following activities: resale, share, exchange the Product or its parts; rent, lease, transfer and sub-license the bought Product or its parts; resale of edited versions of the project.**

**The Product can not be used to create any kind of illegal, obscene, fraudulent, pornographic, abusive, infringing or immoral materials.**

**15. Payment, purchase and delivery. This license is perfected by placing order and confirmed payment for the Product. All orders are processed through Payhip.** Payments also can be made by Paypal and Credit Cards. Payhip is responsible for processing payments, invoicing and providing download files. After the confirmed payment Buyer will immediately receive email from Payhip with Download links and a link to generate an invoice. Each Product can be downloaded up to 5 times. The User-Buyer is responsible for downloading the Product after the purchase.

16. Refund policy. Humano Products can be refunded within 7 days from purchase of the product. The User-Buyer loses the License to use refunded products and is obliged to delete permanently all refunded Product files. Buyer shall send refund request on [hello@humano3d.com](mailto:hello@humano3d.com)

17. Jurisdiction: For the purposes of the conditions established in this instrument the applicable legislation will be current Polish laws, and any controversy will be submitted to the Courts of the city of Szczecin, Poland.

06.07.2019, Szczecin, Poland