

# Asset Store Terms of Service and EULA

Last updated: November 1, 2016

## 1. Background

### 1.1

The Unity Asset Store ("Unity Asset Store") is owned and operated by Unity Technologies ApS (company no. 30 71 99 13), Vendersgade 28, DK-1363 Copenhagen, Denmark ("Unity"). Your use of the Unity Asset Store is governed by a legal agreement between you and Unity consisting of these Asset Store Terms of Service ("Terms") which you must accept by checking the box indicating

your acceptance of these Terms when you register as a user of the Unity Asset Store.

## 1.2

In addition any Asset that you acquire from the Unity Asset Store that has been developed by Unity or that has been made available by third-parties ("Providers") that are not affiliated with Unity, will be subject to Unity's standard Unity Asset Store End User License Agreement ("Unity-EULA"), which is Appendix 1 to these Terms and which you must accept as an integrated part of these Terms by checking the box indicating your acceptance of these Terms when you are registered as a user of the Unity Asset Store. Certain Assets may be governed by a Provider end user license agreement.

## 1.3

You may use Unity Asset Store to browse, locate, and download Assets (defined as (i) software or software development kits designed in order to facilitate the development of electronic games and interactive media (ii) content (for example – without limitation – computer graphics, including 3D computer graphics, sounds and music), tutorials and other digital materials created in order to become integrated parts of electronic games). Some of these Assets may be offered by Unity while others may be made available by Providers. You agree that Unity is not responsible for any Asset on the Unity Asset Store that originates from a source other than Unity. Additionally, some Assets may be made available to you at no charge while other Assets may be purchased for a fee. You agree that you are solely responsible for all fees associated with purchases you make on the Unity Asset Store.

## 1.4

In order to use Unity Asset Store you must be 18 years of age or older. On using the service you warrant that you have legal capacity to enter into the agreement.

## **2. Unity's provision of the Unity Asset Store**

### **2.1**

You agree that Unity may stop (permanently or temporarily) providing the Unity Asset Store (or any features within the Unity Asset Store) to you or to users generally at Unity's sole discretion, without prior notice to you.

### **2.2**

Unity may make available to you various payment processing methods to facilitate the purchase of Assets from the Unity Asset Store. You agree to abide by any relevant terms of service or other legal agreement, whether with Unity or a third party, that governs your use of a given payment processing method. You agree that Unity reserves the right to add or remove payment processing methods at its sole discretion and without notice to you.

### **2.3**

From time to time, Unity may discover an Asset on the Unity Asset Store that violates the Asset Store Provider Agreement between a Provider and Unity or other legal agreements, laws, regulations or policies. You agree that in such an instance Unity retains the right at its sole discretion to demand that such Asset is removed from any computer or other equipment under your control and you agree to promptly comply with such demand.

# 3. Your Use of the Unity Asset Store

## 3.1

In order to access certain services in the Unity Asset Store, you may be required to provide information about yourself such as your name, address, and billing details. You agree that any such information you provide to Unity will always be accurate, correct and up to date.

## 3.2

You agree to use the Unity Asset Store only for purposes that are permitted by (a) the Terms and Asset Store Guidelines and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree to comply with all local laws and regulations regarding the download, installation and/or use of the Assets.

## 3.3

You agree not to access (or attempt to access) the Unity Asset Store by any means other than through the interface that is provided by Unity, unless you have been specifically allowed to do so in a separate agreement with Unity. You specifically agree not to access (or attempt to access) the Unity Asset Store through any automated means (including use of scripts, crawlers or similar technologies from time to time).

## 3.4

You agree that you will not engage in any activity that interferes with or disrupts the Unity Asset Store (or the servers, payment systems or networks which are connected to the Unity Asset Store). You agree that you will not use any of the Assets found on the Unity Asset Store in a way that interferes or disrupts any servers, payment systems, networks, or websites operated by Unity or any third party.

## **3.5**

Unless you have been specifically permitted to do so in a separate agreement with Unity and except as permitted under the Unity-EULA, you agree that you will not reproduce, duplicate, copy, sell, trade or resell any Asset that you have acquired from the Unity Asset Store for any purpose.

## **3.6**

You agree that you are solely responsible for (and that Unity has no responsibility to you or to any third party for) your use of the Unity Asset Store or any Assets, any breach of your obligations under the Terms, and for the consequences (including loss or damage of any kind which Unity may suffer) of any such breach.

## **3.7**

You agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of the Unity Asset Store or the purchase of Assets through the Unity Asset Store, and that the reporting and payment of any such applicable taxes are your responsibility.

## **3.8**

You agree that Unity and/or third parties own all right, title and interest in and to the Unity Asset Store and the Assets available through the Unity Asset Store,

including without limitation all applicable Intellectual Property Rights in the Unity Asset Store and Assets. "Intellectual Property Rights" means any and all intellectual property rights wherever in the world and whenever arising (and including any application), including patent laws, copyright, trade secrets, know-how, confidential information, business names and domain names, computer programs, trademark laws, service marks, trade names, utility models, design rights, semi-conductor topography rights, database rights, goodwill or rights to sue for passing off, and any and all other proprietary rights worldwide. You agree that you will not, and will not allow any third party to,

(i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Unity Asset Store or the Assets, unless otherwise permitted,

(ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) in the Unity Asset Store or Assets,

(iii) use the Unity Asset Store or Assets to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or

(iv) remove, obscure, or alter Unity's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Unity Asset Store or Assets.

## **3.9**

While Unity does not undertake any legal obligation to monitor, pre-screen, review, flag, filter, modify, refuse or remove any or all Assets or their content from the Unity Asset Store, Unity reserves the right to do so, and if Unity is notified by Provider or otherwise becomes aware and determines in its sole discretion that an Asset or any portion thereof; (a) violates the intellectual property rights or any other rights of any third party; (b) violates any applicable law or is subject to an

injunction; (c) is pornographic, obscene or otherwise violates Unity's hosting policies or other terms of service as may be updated by Unity from time to time in its sole discretion; (d) is being distributed by Provider improperly; (e) may create liability for Unity; (f) is deemed by Unity to have a virus or is deemed to be malware, spyware or have an adverse impact on Unity; (g) violates the terms of this Agreement; or (h) the display of the Asset is impacting the integrity of Unity servers (i.e., Customers are unable to access such content or otherwise experience difficulty), Unity may demand that Provider fixes the Asset. In addition Unity shall itself be entitled to edit and make changes in the Asset. Finally Unity shall be entitled to remove the Asset from the Unity Asset Store immediately, or reclassify the Asset at its sole discretion. Unity reserves the right to suspend and/or bar any Provider from the Unity Asset Store at its sole discretion. Irrespective of the above, you agree that by using the Unity Asset Store you may be exposed to Assets that you may find offensive, indecent or objectionable and that you use the Unity Asset Store at your own risk.

## 3.10

You agree that Section 5 ("GENERAL PROHIBITIONS") of the [Sites and Communities Additional Terms](#) apply to any User Content (as defined in those Additional Terms) on the Unity Asset Store. You further agree that Unity's [Privacy Policy](#) applies to your use of the Unity Asset Store.

# 4. Unity Services and Third Party Assets and Services

## 4.1

Some components of Assets (whether developed by Unity or third parties) may also be governed by applicable open source software licenses. In the event of a conflict between the Terms, the applicable EULA and any such licenses, the open source software licenses shall prevail with respect to those components.

## **5. Automatic Updates**

### **5.1**

Assets originating from Unity and Providers may communicate with Unity servers or Providers' servers as the case may be from time to time to check for available updates to the Asset Store and the Assets, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). By installing these Assets, you agree to such automatically requested and received Updates. The Asset Store may make connections to remote servers to provide Unity with anonymous usage statistics collected by Google Analytics that Unity uses to improve the Asset Store. The Asset Store may also have features that confirm your compliance with the terms of this Agreement.

## **6. Indemnifications**

### **6.1**

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Unity, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Unity Asset Store, including your downloading, installation, or use of any Assets, or your violation of these Terms.



# 7. Termination

## 7.1

These Terms will continue to apply until terminated by either you or Unity as set out below.

## 7.2

If you want to terminate these Terms, you may do so by ceasing your use of the Unity Asset Store and any Assets downloaded from the Unity Asset Store.

## 7.3

Unity may at any time, terminate these Terms with you if: (A) you have breached any provision of these Terms; or (B) Unity is required to do so by law; or (C) Unity decides to no longer provide the Unity Asset Store.

## 7.4

When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Unity have benefited from, been subject to (or which have accrued over time whilst these Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 11.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

# 8. Disclaimer of Warranties

## 8.1

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE ASSET STORE AND ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE UNITY ASSET STORE IS AT YOUR SOLE RISK AND THAT THE UNITY ASSET STORE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, UNITY, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE ASSETS WILL MEET YOUR REQUIREMENTS,
- (B) YOUR USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND
- (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE ASSETS WILL BE CORRECTED.

## 8.2

YOUR USE OF THE UNITY ASSET STORE AND ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE UNITY ASSET STORE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

## 8.3

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNITY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR

CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE UNITY ASSET STORE AS WELL AS THE UNITY ASSET STORE ITSELF.

## **8.4**

NONE OF THE ASSETS ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

# **9. Limitation of Liability**

## **9.1**

UNITY AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO UNITY BY YOU IN THE PAST SIX MONTHS FOR THE ASSETS RELATING TO THE DISPUTE. IN NO EVENT WILL UNITY OR ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES SHALL BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR the cost of procuring substitute products ARISING OUT OF OR IN

CONNECTION WITH THESE TERMS OR YOUR USE OF THE ASSET STORE OR ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED FROM THE UNITY ASSET STORE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT UNITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **9.2**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNITY, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

- (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS OR ON THE UNITY ASSET STORE;
- (II) ANY CHANGES WHICH UNITY MAY MAKE TO THE ASSETS OR ON THE UNITY ASSET STORE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE UNITY ASSET STORE OR THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS);
- (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE UNITY ASSET STORE OR THE ASSETS;

(IV) YOUR FAILURE TO PROVIDE UNITY WITH ACCURATE ACCOUNT INFORMATION;

## **9.3**

NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR UNITY, ITS SUBSIDIARIES OR AFFILIATES FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

# **10. Change of Terms**

## **10.1**

Unity may add or make changes to the Terms from time to time. When these changes are made, Unity will make a new copy of the Terms available at the Unity Asset Store.

## **10.2**

You understand and agree that if you use the Unity Asset Store and the Assets after the date on which the Terms have changed Unity will treat your use as acceptance of the updated Terms.

# **11. General Legal Terms**

## **11.1**

These Terms constitutes the whole legal agreement between you and Unity and govern your use of the Unity Asset Store and the Assets, and completely replace any prior agreements between you and Unity in relation to the Unity Asset Store

and the Assets. Each party confirms that, in entering into the Terms it has not relied upon any representations or statements not expressly incorporated herein. Notwithstanding anything else in the Terms, neither party limits or excludes liability for fraudulent misrepresentation.

## **11.2**

You agree that if Unity does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Unity has the benefit of under any applicable law), this will not be taken to be a formal waiver of Unity's rights and that those rights or remedies will still be available to Unity.

## **11.3**

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of these Terms will continue to be valid and enforceable.

## **11.4**

You acknowledge and agree that each member of the group of companies with which Unity is affiliated shall be third party beneficiaries to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms that confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to these Terms. (whether pursuant to the contract, law or otherwise).

## **11.5**

The rights granted in the Terms may not be assigned or transferred by you without the prior written approval of Unity. Nor shall you be permitted to delegate

your responsibilities or obligations under these Terms without the prior written approval of Unity.

## **11.6**

The rights granted in the Terms may be assigned or transferred by Unity without your prior written approval. In addition Unity shall be permitted to delegate its responsibilities or obligations under these Terms without your written approval.

## **11.7**

These Terms, and your relationship with Unity under these Terms, shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with these Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, you agree that Unity shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

# **Appendix 1**

## **Asset STORE End User License Agreement**

# **1. Parties to the Agreement/The Subject Matter of the Agreement:**

## **1.1**

This Unity Asset Store End User License Agreement (hereinafter referred to as “EULA”) is a non-exclusive, legally binding end user license agreement between any individual or a single entity (“END-USER”) that acquires an Asset from the Unity Asset Store and either (i) Unity Technologies ApS (company no. 30 71 99 13), Vendersgade 28, DK-1363 Copenhagen, Denmark (“Licensor” or “Unity”), or as the case may be (ii) any third party (“Provider”) that distributes its Assets from the Unity Asset Store. Consequently, this EULA shall apply regardless of whether a purchased Asset is produced by Unity or by a Provider (“Licensor”). This EULA is therefore a non-exclusive, legally binding end user license agreement as the case may be between either (i) Unity and END-User (in which case the term “Licensor” shall refer to Unity), or (ii) Provider and End User (in which case the term “Licensor” shall refer to Provider).

## **1.2**

By installing, copying, accessing, downloading or otherwise using the Assets, End User agrees to be bound the provisions of this EULA. All definitions of the Terms shall also apply in this EULA unless the context clearly provides for a different understanding.



## 1.3

The subject matter of this EULA is the licensing to END-USER of any Asset acquired by End User from the Unity Asset Store. The Assets are licensed, not sold.

## 1.4

END USER hereby acknowledges that in the event it acquires an ASSET which in the Unity Asset Store is marked as an Asset which is distributed by Provider (as opposed to Unity), then Provider shall be considered as Licensor of such Asset and, consequently, only Provider (as opposed to Unity) shall be responsible for any liability whatsoever under, any EULA or any breach by Provider, including (without limitation) liability for infringement of any intellectual property rights, irrespective of the fact that payment takes place to Unity.

# 2. END-USER's Rights and Obligations

## 2.1

END-USER may use the licensed Assets only for their intended purpose.

## 2.2

2.2.1 Non-Restricted Assets. The following concerns only Assets that are not Restricted Assets:

Licensor grants to the END-USER a non-exclusive, worldwide, and perpetual license to the Asset to integrate Assets only as incorporated and embedded components of electronic games and interactive media and distribute such

electronic game and interactive media. Except for game services software development kits ("Services SDKs"), END-USERS may modify Assets. END-USER may otherwise not reproduce, distribute, sublicense, rent, lease or lend the Assets. It is emphasized that the END-USERS shall not be entitled to distribute or transfer in any way (including, without, limitation by way of sublicense) the Assets in any other way than as integrated components of electronic games and interactive media. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to purchasing an Asset and then let any third party that has contributed to such purchase use such Asset (forum pooling).

#### 2.2.2 Restricted Assets. The following concerns only Restricted Assets:

Licensor grants to the END-USER a limited, non-exclusive, worldwide license to the Asset for personal and non-commercial use; no other use is licensed or permitted. Except for Services SDKs, END-USERS may modify Assets. END-USER may otherwise not reproduce, distribute, sublicense, rent, lease or lend the Assets. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to purchasing an Asset and then let any third party that has contributed to such purchase use such Asset (forum pooling).

## 2.3

EXCEPT FOR EDITOR EXTENSION ASSETS, END-USER is granted a license to install and use Assets on an unlimited number of computers provided that these computers are either all (i) physically located at a single physical location ("Site") belonging to END-USER, or (ii) laptops belonging to END-USER which have been made available by END-USER to its employees that are employed at the same Site provided all such computers have appropriately licensed Unity software installed. Consequently, any Asset may only be used at particular Site or on computers assigned to END-USER's employees employed at the same Site

and may only be moved to another Site subject to prior written approval from Licensor. THIS CLAUSE 2.3 DOES NOT APPLY TO ASSETS THAT IN THE UNITY ASSET STORE ARE CATEGORIZED UNDER THE HEADING "EDITOR EXTENSIONS."

## **2.4**

Editor Extensions: END-USER is granted a license to install and use any Assets which are categorized in the Asset Store as "Editor Extensions" only on one (1) computer. For the avoidance of doubt, Editor Extension Assets are licensed on a per computer basis may not be shared or used concurrently on different computers.

## **2.5**

Game Services SDKs: If END-USER downloads and integrates Services SDKs, END-USER may be required to accept a Licensor end user agreement and/or additional Licensor terms and conditions to use such services.

## **2.6**

END-USER shall pay for the license to the Assets in accordance with the payment process provided in the Asset Store. END USER shall provide customary billing and tax information such as name, billing address, credit card information and VAT number (for EU residents). END USER agrees to pay for all purchases hereby authorizes the collection of such amounts including applicable taxes by charging the credit card provided, either directly by Unity or indirectly, via a third party online payment processor. VAT numbers cannot be added or changed after the purchase is completed. If you are directed to a third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Privacy Policy. Please review such

third party's terms and conditions and privacy policy before using the services. All sales are final and there shall be no refunds except as required by law.

## **2.7**

Some components of Assets (whether developed by Unity or third parties) may also be governed by applicable open source software licenses. In the event of a conflict between the applicable EULA and any such open source licenses, the open source software licenses shall prevail with respect to those components.

## **2.8**

With respect to any Unity licensed Assets, no modification or use of those Assets shall: (i) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote illegal or harmful activities or substances.

## **2.9**

In this EULA, "Restricted Asset" means any Asset licensed by Unity hereunder that is designated as a "Restricted Asset" by Unity in any materials accompanying the Asset.

# **3. Licensor's Rights and Obligations**

## **3.1**

Licensor shall render support services to END-USER only in the event a special agreement to this effect has been entered into.

# **4. Termination**

## **4.1**

Without prejudice to any other rights, Licensor may terminate this EULA if END-USER fails to comply with the terms and conditions of this EULA and the Terms.

## **4.2**

END-USER may terminate END-USER's license at any time.

## **4.3**

In the event that Unity at its discretion or as a result of a decision made by any competent court or authority makes a refund to END-USER of the fees paid for any Asset, then this EULA shall terminate for such Asset.

## **4.4**

In the event that Unity at its discretion or as a result of a decision made by any competent court or authority makes a refund to END-USER of the fees paid for any Asset, then this EULA shall terminate for such Asset.

## **5. Duplication Rights/Back Up Copy**

### **5.1**

END-USER may not make copies of the Assets, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law. In addition Licensor acknowledges that copies of the Assets may be made when the Assets have been integrated as parts of electronic games and interactive media, cf. Section 2.3 above.

### **5.2**

After installation of one copy of the Asset pursuant to this EULA, END USER may keep the original copy of the Asset solely for back up or archival purposes.

## **6. Reverse Engineering, Decompilation, and Disassembly**

### **6.1**

Except for Services SDKs, END USER may modify Assets. END USER shall not reverse engineer, decompile, or disassemble Services SDKs, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law.

## **7. Trademarks**

### **7.1**

This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor, Provider or Licensor's other suppliers.

## **8. Upgrades and Support**

### **8.1**

Assets identified as upgrades replace and/or supplement the licensed Assets.

### **8.2**

Licensor may at its own discretion from time to time provide upgrades of the Assets to END USER without requesting further payment. Irrespective hereof END-USER is only entitled to licenses to upgrades if END-USER has entered into an Upgrade Agreement with Licensor. END-USER may use the upgraded Assets only in accordance with the terms of this EULA.

### **8.3**

END-USER is only entitled to support if END-USER has entered into a Support Agreement with Licensor.

## **9. Copyright**

### **9.1**

The Assets are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

### **9.2**

All title and intellectual property rights in and to the Assets (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and “applets” incorporated into the Assets), the accompanying printed materials, and any copies of the Assets are owned by Licensor. END-USER hereby assigns and agrees to assign to Licensor all right, title and interest in and to all Asset modifications END-USER creates, and END-USER agrees to promptly deliver to Licensor all Asset modifications END-USER creates. Licenses and restrictions on use of Assets by END-USER extend to Asset modifications permitted by this EULA. All rights not expressly granted are reserved by Licensor.

## **10. Disclaimer of Warranties**

### **10.1**

END-USER UNDERSTANDS AND ACCEPTS THAT PRIOR TO PLACING ANY ASSET ON THE UNITY ASSET STORE, UNITY DOES NOT UNDERTAKE ANY



LEGAL OBLIGATION TO MONITOR, PRE-SCREEN, REVIEW, FLAG, FILTER, MODIFY, REFUSE OR REMOVE ANY ASSET OR THEIR CONTENT FROM THE UNITY ASSET STORE. CONSEQUENTLY, END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE ASSETS IS AT END-USER'S SOLE RISK AND THAT THE ASSETS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT:

- (A) END-USER'S USE OF THE ASSETS WILL MEET END-USER'S REQUIREMENTS,
- (B) END-USER'S USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND
- (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ASSETS WILL BE CORRECTED.

## **10.2**

END-USER'S USE OF ANY ASSETS IS AT END-USER'S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

## **10.3**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ASSETS.

## **10.4**

NONE OF THE ASSETS ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

# **11. Limitation of Liability**

## **11.1**

LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES TOTAL LIABILITY TO END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO END-USER BY END-USER IN THE PAST SIX MONTHS FOR THE ASSETS RELATING TO THE DISPUTE. IN NO EVENT WILL LICENSOR OR ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES SHALL BE LIABLE TO END-USER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR the cost of procuring substitute products ARISING OUT

OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE ASSET STORE OR ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED FROM THE UNITY ASSET STORE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 11.2

END-USER EXPRESSLY UNDERSTAND AND AGREE THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS OR ON THE UNITY ASSET STORE;

(II) ANY CHANGES WHICH LICENSOR MAY MAKE TO THE ASSETS OR ON THE UNITY ASSET STORE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE UNITY ASSET STORE OR THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF THE ASSETS;

(IV) END-USER'S FAILURE TO PROVIDE UNITY WITH ACCURATE ACCOUNT INFORMATION;

## **11.3**

NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR LICENSOR, ITS SUBSIDIARIES OR AFFILIATES FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

# **12. Export Restrictions**

## **12.1**

Assets available on the Unity Asset Store may be subject to laws, administrative regulations and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Assets ("Export Laws"). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Assets to any country to which a license is required under the Export Laws without first obtaining a license.

# **13. Venue and Applicable Law**

## **13.1**

This EULA and END-USER's relationship with Licensor under this EULA, shall be governed by the laws of Denmark without regard to its conflict of laws provisions.

Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, Provider agrees that Licensor shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.