

Human Generator Asset License

This license agreement concerns the use of the Digital Assets of Human Generator, consisting of digital images and digital 3D files. This license does not cover the use of the Human Generator add-on and source code, these are licensed under the GNU General Public License. Use of the Human Generator digital assets is conditional upon your agreement to the terms and conditions of this license agreement. If you do not agree to these terms, you must not purchase and/or download the digital assets of Human Generator.

Parties

The Copyright Holders, **Oliver J. Post** and **Alexander Lashko**; (hereinafter referred to as the “**Copyright Holders**”); and the user (You) (hereinafter referred to as the “**User**”). This Agreement concerns the product: “**Digital Assets of Human Generator 3D**” hereinafter referred to as the “**Product**”) Both Parties shall be referred collectively as the “**Parties**” or individually as “**Party**”. It must hereinafter be understood by both Parties that, the Copyright Holders own the intellectual property: Digital Assets of Human Generator 3D.

Grant of License

Licensing rights will grant the User the use of the Product, consisting of digital images and digital 3D files.

Personal Use. After purchasing the assets that fall under the **Personal License**, the User will be granted the following:

1. The right to personal and educational use of the digital assets
2. The right to use the digital assets in physical and online portfolios
3. The right to use the digital assets in works for the online video platforms YouTube and Vimeo, as long as the video works are freely accessible by the public
4. The right to share works made with the Product provided that the work is not of commercial nature and the digital assets cannot be extracted from the works.

Commercial Use. After purchasing the assets that fall under the **Commercial license**, the User will be granted everything included in the personal license, plus the following:

1. Sale of artworks made with the Product specifically, in the form of printed works, digital works or via blockchain non-fungible tokens (NFT's).

2. Use of assets in commercial software and video games, provided that the Product cannot be extracted and re-used by the end-users.

Royalty Free License. The license grants permission to use the Product, it does not give ownership over the Product.

1. License is provided for a single user;
2. License may not be transferred to, or shared with another user. Within a company each user requires a separate license;
3. License does not allow usage of the Copyright Holders logos or trademarks of any kind;
4. License does not allow sharing/selling the digital assets in a way they can be extracted and re-used, this includes any modified digital asset derived from the original the Product.
5. No use for pornographic, defamatory or unlawful projects;
6. No warranty of the digital assets;
7. No liability for the Copyright Holders for use of the Product;

Transfer of Rights

This Agreement shall be binding on any successors of the parties. Only the Copyright Holders reserves the right to assign its interests in this Agreement to any other party.

Limitation of liability

The user assumes all responsibility and risk for the use of the Digital Assets of Human Generator 3D.

In no event shall the Copyright Holders be liable for actual, indirect, incidental, special, punitive, exemplary, or consequential damages, including, without limitation, loss of profit, revenues or goodwill, cost of capital, cost of substitute products, facilities or services, or any claim against the Product by any other party.

Intellectual Property

The digital assets of Human Generator 3D are the property of the Copyright Holders and are protected by intellectual property laws.

Termination

The Copyright Holders has the right to terminate this license with the user if the user is found in breach of this license and does not resolve this breach within 5 business days after the Copyright Holders notify them of this breach.

Laws Affecting Electronic Commerce

The User agrees that the User is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend the Copyright Holders and its subcontractors from any cost, claim, suit, penalty, tar, or tariff, including attorneys' fees, costs, and expenses, arising from User's exercise of Internet electronic commerce.

Indemnification

By agreeing to this license, you agree to indemnify and hold the Copyright Holders harmless against all claims or liability arising from any breach by the user or anyone acting in behalf of the user of any of this license.

Amendments

This Agreement may be amended by the Copyright Holders at any time during the term of the Agreement. The Copyright Holders have the right to update the agreement provided that any amendment must be in writing and delivered to each of the Parties hereto. Mailed notices will be deemed communicated as of 20 calendar days after mailing.

Arbitration

All disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Dutch Arbitration Act. Proceedings shall be referred to the Dutch Arbitration Institute (NAI). The Parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. The arbitration shall take place in the Netherlands. All documents, materials, and information in the possession of each party that is in any way relevant to the dispute shall be made available to the other Party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The NAI reserves the right to have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by NAI shall be final and binding on the Parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the Dutch Arbitration Act. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

Severability

If any provision of this Agreement or the application thereof shall be determined by a

court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement and the application of the other provisions herein contained shall not be affected thereby, and all such other provisions shall remain effective and in force and shall be enforced to the fullest extent permitted by law.

Duplicate Originals

This Agreement may be executed in duplicate, with each such duplicate to be considered an original for all purposes.

Construction Of Agreement

(a) The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof. (b) As used herein, the word "person" shall include the individuals, corporations, partnerships and other entities of any type. In this Agreement, the use of any gender shall be applicable to all genders, and the singular shall include the plural, and the plural shall include the singular.

Governing Law

This Agreement will be governed by the laws of the Netherlands, without regard to conflict of laws principles.