

## TERMS OF USE

These terms of use apply between you, the User of this Website and its services, and UnrealShop. These terms serve as a public offer to any individual to enter into an agreement with the Operator under the existing conditions given in the offer.

Your agreement to comply with and be bound by these terms of use, including all attachments to these terms, is deemed to occur upon creating a user's account on the Website. If you do not agree to be bound by these terms of use, you should stop using the Website immediately.

You must be at least 16 years of age to use this Website. By using the Website and agreeing to these terms of use, you represent and warrant that you are at least 16 years of age.

## CONTENTS

The text of these Terms includes three chapters:

1. General Terms
2. Terms for Customers
3. Terms for Authors

The provisions of General Terms should apply, except as otherwise stated in the chapters "Terms for Customers" and "Terms of Authors".

## GENERAL TERMS

### 1. Definitions

- 1.1. **Website** - www.unreal.shop
- 1.2. **Services** - Website's tools, online facilities and other features provided to User under these Terms of use.
- 1.3. **Content** - any materials available through the Website, including (but not limited to) Models, images, Users' posts, comments, articles, etc.
- 1.4. **"UnrealShop", "We", "Us", "Our"** - UnrealShop Limited, NZBN 9429050205844, owner and operator of the Website.
- 1.5. **User, "You"** - individual who has reached the age of at least 16 (sixteen) years old and created an Account under these Terms of use.
- 1.6. **Author** - user who has uploaded at least one Model to the Website database under Terms for Authors.
- 1.7. **Customer** - user who intends to purchase or has already purchased a Model under Terms for Customers.
- 1.8. **Model** - digital files in 3D format, including associated scripts, textures and other materials intended for use by Customers under this Terms of Use.
- 1.9. **Work** - copyrighted work based upon Model, either superficially or substantially modified, and other copyrighted works.
- 1.10. **Intellectual Property Rights** - copyright, patents, trademarks, service marks, topography rights, trade secrets, know-how and other intellectual and industrial property rights worldwide.
- 1.11. **Applicable Law** - the law of England and Wales that governs these Terms of use.

## **2. Acceptable Use**

The Website and its services can be used:

- 2.1. to retrieve, display and view the Content;
- 2.2. to share, upload the Content pursuant to these Terms of use and the Content policy;
- 2.3. to download and store the Content in electronic form on a disk (your computer or any other device).

## **3. Prohibited use**

The Website and its services may not be used for any of the following purposes:

- 3.1. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
- 3.2. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any Applicable Law, regulation, or governmental order;
- 3.3. making, transmitting or storing electronic copies of Content in violation of these Terms and the Content policy;
- 3.4. uploading, sharing, distributing commercial content without written consent of UnrealShop.

## **4. User's Account**

- 4.1. You must ensure that the data provided by you upon creating an account or at any time is correct and complete.
- 4.2. You must inform us immediately of any changes to the information that you provide when creating an account by updating your personal data to ensure we can communicate with you effectively.
- 4.3. We may cancel or suspend your account for any reasonable purposes or if you breach these Terms of use or the Content Policy.
- 4.4. You may cancel or suspend your account at any time via email (see Contacts). If you do so, you must immediately stop using the Website and its services.
- 4.5. Cancellation of your account results in termination of the agreement.

## **5. Password and security**

- 5.1. When you create an account on this Website, you create a password, which you should keep confidential and not disclose or share with anyone.
- 5.2. If we determine that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

## **6. External links**

- 6.1. This Website may contain links to other sites. These sites are not under the control of UnrealShop.
- 6.2. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 6.3. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **7. Availability of the Website**

- 7.1. Services (including online facilities, tools) or information that is made available through the Website are provided "as is" and on an "as available" basis. We give no warranty that the Services will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 7.2. UnrealShop is under no obligation to update information on the Website.
- 7.3. While UnrealShop makes a reasonable effort to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal data and their electronic devices.
- 7.4. UnrealShop accepts no liability for any disruption or non-availability of the Website.
- 7.5. UnrealShop reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **8. Limitation of liability**

- 8.1. UnrealShop has no liability to you in respect of any losses arising out of using the Website and its services.
- 8.2. To the maximum extent permitted by law, UnrealShop accepts no liability for any of the following:
  - 8.2.1. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
  - 8.2.2. loss or corruption of any data, database or software;
  - 8.2.3. any special, indirect or consequential loss or damage.
- 8.3. Nothing in these Terms of use limit or exclude any of our or your liabilities in any way that is not permitted under Applicable Law.

## **9. Policies**

The website and its services should be used in accordance with our Content Policy, Private Policy and Cookie Policy. These policies are incorporated in these Terms of use by this reference.

## **10. Other provisions**

- 10.1. All rights, granted to you under these Terms, belong solely to you as long as you have an account and may not be assigned or transferred to any third party. Your account may not be used by any other person.
- 10.2. These Terms of use together with the Content Policy, Privacy Policy and Cookies Policy contain the whole Agreement between the parties relating to

its subject matter and supersede any proposals, prior agreements or any other communication.

- 10.3. UnrealShop may change these Terms of use from time to time. Such changes apply from the date of publication. Users should check the Terms of use regularly to make sure they are familiar with the current version. The changes do not apply to licenses that have been obtained by Customers or Unrealshop in accordance with Terms for Customers and Terms for Authors.
- 10.4. You shall not be entitled to change these Terms of Use.
- 10.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions. This provision does not apply to Our assignees, transferees and successors in title.
- 10.6. No delay or omission in the exercise of any rights, powers or remedies granted to any party by these Terms or Applicable Law in the event of a breach or default by the other party shall limit any such right, power or remedy of such party, not in breach of the agreement.
- 10.7. Failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.
- 10.8. You shall be responsible for fulfilling tax obligations and the payment of all income tax and other similar charges raised or charged in respect of all monies due to you pursuant to these Terms.
- 10.9. If a provision of these Terms is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect the enforceability or validity in that jurisdiction of any other provision of these Terms or the enforceability or validity in other jurisdictions of that or any other provision of these Terms.
- 10.10. Each party to this agreement irrevocably agrees that the courts of New Zealand shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the courts of New Zealand.

## **11. Assignment and novation**

- 11.1. This clause 11.1 constitutes your express consent to any novation of this whole Agreement and any other agreements, documents, warranties, services and facilities related to your User's account and the Website. This clause 11.1 constitutes your express consent that We are entitled to and may assign or transfer to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under this whole Agreement and any other agreements, documents, warranties, services and facilities related to your User's account and the Website. This clause 11.1 constitutes your express consent that such novation, assignment or transfer may be effected by our delivering to you a notice to that effect whereupon:
  - 11.1.1. our assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the transferee;

- 11.1.2. the transferee, by virtue of the novation, shall undertake to comply with this Agreement in substitution for Us and undertake to be bound by it in every way as if it had been an original party to it;
  - 11.1.3. We shall retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
  - 11.1.4. the transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which we have assigned or transferred; and
  - 11.1.5. any acknowledgment, information, authority or right given to Us by you in relation to your User's account, intellectual property, any services and facilities available in accordance with this whole Agreement may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee and shall, unless and until revoked or cancelled, apply and have effect in relation thereto.
- 11.2. If a competent court or tribunal does not accept clause 11.1 as novating this Agreement, it will be novated pursuant to this clause 11.2. The novation will be on the terms set out in Clause 11.1 and will take effect as constituted on the earliest of the following dates accepted by such competent court or tribunal:
- 11.2.1. the date on which you make a subsequent payment under this Agreement;
  - 11.2.2. the date on which you subsequently upload a Model or its preview to the Website Database;
  - 11.2.3. the date on which you subsequently download a Model from the Website Database;
  - 11.2.4. the date on which you subsequently post or comment on the Website;
  - 11.2.5. the date on which you subsequently provide a notice, related to protection of Intellectual Property Rights;
  - 11.2.6. the date on which you subsequently require assistance at Protection of Intellectual Property Rights;
  - 11.2.7. the date on which you subsequently edit or change your User's account data.

## 12. Contacts

- 12.1. Should you wish to ask any question, **report a problem or provide any notice regarding** performance or termination of these Terms of use, you may contact Us by email: [unreal.shop7@gmail.com](mailto:unreal.shop7@gmail.com) **or via Support available in your User's account.**
- 12.2. Our communication with you regarding this Agreement shall be provided to your email address as set out in your User's account.

## TERMS FOR CUSTOMERS

## 13. Access to Models and databases

- 13.1. In addition to rights, mentioned in clauses 2.1-2.3 of General Terms, Customer may do the following:
  - 13.1.1. search, view and download Models;

- 13.1.2. upload Models to the Website's Database (in this case Terms for Authors are applicable).

#### **14. License to use the Model**

- 14.1. When downloading a Model from the Website Database, Customer is granted a non-exclusive, non-transferable worldwide license to use the Model for Permitted Uses for the full period of copyright in it. Permitted Use should be considered any use that is not explicitly prohibited in this chapter.
- 14.2. Customer obtains no Intellectual Property Rights or copyrights whatsoever in the Model by virtue of this agreement. All Intellectual Property Rights in the Model shall at all times be and remain the property of the Author who has granted UnrealShop the right to sub-license the Model in accordance with the Terms for Authors.

#### **15. Subject of the Agreement**

- 15.1. Customer is granted the right to use the Model for commercial and non-commercial purposes.
- 15.2. The Model can be used for different types of Works, including (but not limited to):
  - 15.2.1. Architecture, Design (architectural rendering; web, landscape or furniture design, etc).
  - 15.2.2. Physical Creations (prints on posters, T-shirts, souvenirs, practical implementation of an architectural project, etc).
  - 15.2.3. 3D-printing.
  - 15.2.4. Games (using a Model as a part of a game for computers, consoles, smartphones and other devices).
  - 15.2.5. Education (video courses, training, images, etc).
- 15.3. Customer may store, print, recreate, edit, modify a Model; use the Model or its 2D representations as part of video, films, movies, TV programs, multimedia projects; sell, give, share, distribute, multiply, demonstrate any Work created with the use of the Model, either substantially or superficially modified; perform any other actions on the Model and Work, unless such actions are explicitly prohibited in this chapter (see Prohibited Uses).

#### **16. Prohibited Uses**

- 16.1. Customer may not:
  - 16.1.1. resell, give, share, sublicense, distribute or multiply the Model on its own, not as a part of a larger Work (this provision also applies to flash drives, hard drives or any other media containing the Model);
  - 16.1.2. resell, give, share, sublicense, distribute or multiply renders of the Model on homogeneous background, even in modified version (this provision also applies to flash drives, hard drives or any other media containing such renders);
  - 16.1.3. resell, give, share, sublicense, distribute or multiply modifications of the Model on their own, not as a part of a larger Work (this provision also applies to flash drives, hard drives or any other media containing such modifications);

- 16.1.4. distribute, share, or give Works in a way that allows separation or extraction of the Model or its modifications;
- 16.1.5. place files containing the Model or its modifications which can be separated or extracted on websites, servers or other digital data carriers from which third parties can download, share or distribute, or make available the Model or its modification in any other way;
- 16.1.6. include the Model or its modifications in any database, or catalogue;
- 16.1.7. publish or distribute 2D representations containing the Model or its modifications through other marketplaces, such as stock media clearinghouses;
- 16.1.8. use the Model, its modifications or 2D representations containing the Model or its modifications as a trademark, service mark or business logo;
- 16.1.9. use the Model or its modifications in a way that does not comply with the Applicable Law (for example, to produce Works that contain content propagating hatred or violence).
- 16.2. Prohibitions to share, give the Model or its modifications do not apply to the following cases:
  - 16.2.1. when Customer has obtained the license as an employee of a legal entity and shares the Model or its modifications with other employees (Corporate Use);
  - 16.2.2. when Customer shares the Model or its modifications with external parties creating the same Work, including its successive versions (Collaborational Use);
- 16.3. In all the cases, mentioned in clause 16.2, Customer and recipients are responsible for any downstream distribution, use, or misuse of the shared Model or its modifications.

## **17. Pricing and Payment**

- 17.1. Customer shall pay 1 (one) USD (“Price”) in order to purchase and download one Model which includes UnrealShop’s commission and the License Fee for the right to use the Model. This should not include payment processing fees which may be applicable depending on the chosen method of payment and country.
- 17.2. Methods of payment are set in the Attachment 1 to this agreement.
- 17.3. The relevant Model shall be available for download upon authorisation of the payment.
- 17.4. UnrealShop allows Customer’s purchase to be refunded under the following conditions only:
  - 17.4.1. Customer contacts UnrealShop via Support within 3 days of the purchase;
  - 17.4.2. Customer provides proof that the purchased Model is faulty.
- 17.5. In addition to provisions of clause 10.3, UnrealShop may change the Price (including commission rates and License Fee) and terms of use applied to Models from time to time. Such changes apply from the date of publication on the Website.
- 17.6. Models that are assigned a “Free” status are available for 3 (three) free downloads per day.

## **18. Limitation of Liability**

- 18.1. The Model has not been created to meet Customer's individual requirements. Customer is solely responsible to make sure that the Model will meet his requirements prior to entering into this agreement. UnrealShop makes no warranty or representation in that respect and no failure of any part or the whole of the Model to be suitable for Customer's requirements shall entitle Customer not to accept the same or give rise to any right or claim against UnrealShop.
- 18.2. The Models is provided on an "as is", "as available", and "with all faults" basis. UnrealShop makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, fitness for a particular purpose, non-infringement, merchantability, or cosmetic attributes of the Model, and does not guarantee the accuracy or completeness of specifications associated with the Model, including measurements, weight, durability, strength, materials, general physical properties, regulatory compliance, other engineering or construction attributes.
- 18.3. While UnrealShop makes a reasonable effort to exclude malware from the Model, we cannot ensure such exclusion and no liability is accepted for malware. Thus, you are recommended on receipt to thoroughly scan the Model and insure yourself against any associated risk.
- 18.4. To the fullest extent permitted by law, UnrealShop shall not be liable to Customer for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or other) arising from exercise of the rights granted to Customer under this agreement.
- 18.5. To the fullest extent permitted by law, UnrealShop shall not be liable to Customer for any lost profits or indirect, consequential, special, punitive, incidental damages relating to, arising out of, or in any way in connection with this agreement, UnrealShop, the Website or its services even if UnrealShop was informed of possibility of such damages.



18.6. Our aggregate liability relating to, arising out of, or in any way in connection with these Terms will not exceed the greater of the amount you have paid Us in the past 12 (twelve) months or 50 (fifty) dollars.

**19. Indemnity**

19.1. Customer shall indemnify UnrealShop against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by UnrealShop arising out of or in connection with any breach by Customer of the terms of this agreement.

**20. Termination of the Agreement**

20.1. In the case of cancellation of the User's account for breach of Terms of use (clause 4.3), all rights granted according to this agreement shall cease.

20.2. Customer may terminate this agreement at any time via email (see Contacts). If Customer does so, all rights granted according to this agreement shall cease.

20.3. In the case of removal of the Model from the Website database by UnrealShop or Author, all rights granted according to this agreement shall continue until the agreement is terminated under clauses 20.1, 20.2.

**TERMS FOR AUTHORS**

**21. Access to Models and databases**

21.1. In addition to rights, mentioned in clauses 2.1-2.3 of General Terms, Author may do the following:

21.1.1. search, view and download Models (in this case Terms for Customers are applicable);

21.1.2. upload Models to the Website's Database.

**22. Acceptance of the Model**

22.1. **UnrealShop may moderate, accept, reject, assign a status to an uploaded Model in its sole and absolute discretion.** UnrealShop may also remove any accepted Model from the Website at any time at its sole discretion.

22.2. Prior to uploading the Model Author shall ensure that the Model meets the requirements of the Content policy and File requirements (Attachment 2), otherwise the Model will not be accepted.

22.3. **Model is given a status "Free" if it has low complexity, consists of low-resolution textures and other materials or is derivative of real, physical objects.**

**23. License to use the Model**

- 23.1. When uploading a Model to the Website Database, Author grants UnrealShop non-exclusive worldwide license to use the accepted Model for the full period of copyright in it and consents to enable UnrealShop:
  - 23.1.1. to publish, exhibit, use, modify, store in the Website Database and otherwise exploit the accepted Model or its further modifications whether alone or incorporated in or in conjunction with other works in all formats (including 2D representations) and all media now known, in order to promote the Website within any internal and external advertising and marketing campaigns and, in particular, to sub-license the accepted Model or its further modifications to distributors, contractors and grant such distributors, contractors the right to sub-license the Model to third parties for promoting and marketing the Website;
  - 23.1.2. to sub-license the accepted Model or its modifications to Customers pursuant to Terms for Customers.
- 23.2. Author grants UnrealShop complete and sole discretion regarding the terms of licensing the accepted Model or its modifications to Customers, distributors, other third parties and understands that UnrealShop does not guarantee that the accepted Model or its modifications will be licensed accordingly.
- 23.3. UnrealShop obtains no Intellectual Property Rights or copyrights whatsoever in the accepted Model by virtue of this agreement. All Intellectual Property Rights in the Model shall at all times be and remain the property of the Author. UnrealShop acknowledges it has no right to assign any Intellectual Property Rights in the accepted Model.
- 23.4. Author hereby waives in favor of UnrealShop and all its assignees, transferees and successors in title all moral rights in the accepted Model to which Author may be entitled under Applicable Law or other legislation worldwide.

## **24. Undertakings**

- 24.1. Author hereby warrants and undertakes that:
  - 24.1.1. Author is the sole owner of the Intellectual Property Rights or copyrights in the Model and has full authority to enter into the agreement;
  - 24.1.2. no permissions or releases of a third-party are required to grant the license and enable UnrealShop to use the rights under this license without infringing any rights of any third party or such permissions and releases have been obtained by Author which shall not make UnrealShop liable for any payments to third parties;
  - 24.1.3. granting the license to use the Model pursuant to this agreement fully complies with the Applicable Law and does not infringe any Intellectual Property Rights or any other rights of any third party;
  - 24.1.4. the Model complies with requirements of Content policy and File requirements (Attachment 2).
- 24.2. Author hereby indemnify UnrealShop and shall at all times keep UnrealShop indemnified against all actions, proceedings, costs, claims and damages whatsoever incurred by or awarded against UnrealShop and compensation

agreed by UnrealShop in consequence of any breach or non-performance by Author of any of the warranties and undertakings in this agreement.

## **25. Limitation of Liability**

- 25.1. UnrealShop shall not be liable to Author for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or other) arising from:
  - 25.1.1. Customer, distributor, contractor or any other third party breaching and/or exceeding the rights granted to them in the accepted Model; and
  - 25.1.2. any unauthorised access to the Website which is malicious or technologically harmful and results in a breach of Author's Intellectual Property Rights in the accepted Model.
- 25.2. To the fullest extent permitted by law, UnrealShop shall not be liable to Customer for any lost profits or indirect, consequential, special, punitive, incidental damages relating to, arising out of, or in any way in connection with this agreement, UnrealShop, the Website or its services even if UnrealShop was informed of possibility of such damages.
- 25.3. Our aggregate liability relating to, arising out of, or in any way in connection with these Terms will not exceed the greater of the amount We have paid You in the past 12 (twelve) months or 50 (fifty) dollars.

## **26. Pricing and payment**

- 26.1. UnrealShop has complete and sole discretion regarding all the fees for the access to the Models.
- 26.2. UnrealShop agrees to pay the Author a License Fee in the amount of 50-70 (fifty to seventy) % of the Price for one Model (clause 17.1).
- 26.3. The amount of License Fee depends on the Author's rating that is to be defined in accordance with Attachment 3 to this agreement which sets other applicable terms of payment.
- 26.4. Only Author shall bear all the costs related to payment processing fees and currency conversion fees that may occur.
- 26.5. Upon termination of this agreement, UnrealShop shall pay the Author all the License Fees, earned before the termination date, within 10 Business Days.
- 26.6. In addition to provisions of clause 10.3, UnrealShop may change the Price (including commission rates and License Fee) from time to time. Such changes apply from the date of publication on the Website.
- 26.7. Models that are assigned a "Free" status can be downloaded by users 3 (three) times a day for free.

## **27. Protection of Intellectual Property Rights**

- 27.1. Parties shall immediately notify each other on the following matters:
  - 27.1.1. any actual or possible infringement of the Intellectual Property Rights in the accepted Model;
  - 27.1.2. any claim made or threatened that the accepted Model infringes the rights of a third party;
  - 27.1.3. any other claim, charge or action to which the Intellectual Property Rights in the accepted Model may be subject.
- 27.2. UnrealShop shall be entitled to exercise any rights, powers or remedies granted to it under Applicable Law, the Terms of use or licenses and other agreements with Customers, distributors and contractors in its sole and absolute discretion, including for matters related to protection of Intellectual Property Rights in the accepted Model.
- 27.3. UnrealShop provides Author assistance in the conduct of any claims or proceedings on his reasonable request and at his cost.
- 27.4. UnrealShop takes reasonable measures to prevent or stop infringements of Intellectual Property Rights in accordance with Content policy.
- 27.5. Author shall bear all the costs of any proceedings and claims and shall be entitled to retain all sums recovered in any action for his own account.
- 27.6. All the notices, related to protection of Intellectual Property Rights, should be addressed to Support, available in the User's account.

## **28. Termination of the Agreement**

- 28.1. Author may terminate this agreement at any time via email (see Contacts). If Author does so, all rights granted according to this agreement shall cease, except those mentioned in clause 28.4.
- 28.2. Author may remove the Model from the Website Database anytime. Author does so, all rights granted according to this agreement shall cease, except those mentioned in clause 28.4.
- 28.3. In case of cancellation of the User's account (clauses 4.3, 4.4), all rights granted according to this agreement shall cease, except those mentioned in clause 28.4.
- 28.4. The following rights shall continue:
  - 28.4.1. UnrealShop's rights to use the accepted Model solely within existing promotional material at the date of termination, in order to promote the Website under clause 23.1.1;
  - 28.4.2. rights granted by UnrealShop to Customers, distributors and other contractors under licenses to the Model or its modifications before the date of termination.
- 28.5. Unless already removed, the accepted Model shall be removed from the Website Database within 10 Business Days of the date of termination.