

By creating a member account or purchasing material from Hologress, you confirm that you have read, understood, and agree to be bound by these terms and conditions. You should not use the Hologress services or purchase material from Hologress if you do not agree with or understand these terms and conditions.

Definitions

1. **Content or The Models** - refers to assets such as 3D models, textures, materials, motions, audio, AML script, BVH, FBX, OBJ, images, image sprites, and any files in Hologress proprietary formats that are published at the Hologress Content Store, Marketplace, and republished partner content or user-generated certified content, including but not limited to 3D models, textures, materials, motions, audio, AML script, BVH,
2. **Base Content** - Any mesh, motion, material, or other CONTENT produced and released by Hologress or creator is referred to as "ORIGINAL CONTENT."
3. **Derivative Content** - creator republishes CONTENT that has been changed from the original BASE CONTENT. To be released for sale in the Marketplace or Content Store, DERIVATIVE CONTENT must contain significant changes to the original base mesh and/or material. If unsure if your creation contains significant changes contact info@hologress.com for support
4. **Member** - Any individual or corporation that registers a member account at Hologress and/or purchases Content from Hologress is referred to as a "buyer."
5. **Creator** - A Hologress Member who publishes Content on Hologress is referred to as creator.
6. **Royalty Free** - refers to a one-time usage fee as distinguished from a recurring rights fee.

7. **Membership Services** - refers to the transfer and/or purchase of Hologress Content via the Hologress Website.
8. **For Sale** - refers to content that needs a license purchase, as opposed to content that is available for free download.
9. **Valid Sale** - refers to a completed sale of licensing rights to Content through Hologress, as opposed to a transaction that is canceled or unfinished for reasons such as Hologress's discretionary return or credit card fraud.
10. **Third Party Online Marketplace** – refers to any marketplace platform, software, and/or service that is not operated by Hologress and is not affiliated with the Hologress Content Store or Hologress Marketplace.
11. **Editorial Use Only** – refers to the intellectual property represented in this model, such as certain brand names or trademarks, which are not associated with or endorsed by the original rights holders.

License Agreement between Member and Vendor

In addition to any conditions specified in the textual description of the Content, the following terms apply to any transfer of Content from a Creator to a Member:

When you purchase material on the Hologress website, you and the Creator form a legal relationship. You agree to the terms and conditions mentioned below by using any 'Content' from the Hologress Content Store.

The Creator grants you a limited commercial right to use 'The Models' on a non-exclusive, royalty-free basis. The Creator owns all copyright, title, and interest in 'The Models' and associated works.

1. Hologress licenses you to use Content in your Buddy Builder™ movies on a non-exclusive, global, royalty-free basis. Within the output guidelines of this agreement, you may generate, sell, and redistribute your movies generated with Buddy Builder™ footage with full ownership and use-rights to the output material in Image or Video format.
2. You may use "Output" images or animation renders generated with characters and models in Buddy Builder™ for broadcast, commercial, industrial, educational, and personal projects; however, you may not sell or distribute the aforementioned "Output" images and animation renders as part of a clip-art library. (You cannot export or render the original material for use in a clip-art library, stock video or picture collection, or for sale and distribution on any marketplace.)
3. You may utilize the "Output" pictures for 2D printing on tangible items such as packaging materials (e.g., boxes, stickers), books, hats, t-shirts, and so on. Commercial use of 2D-printed physical items is permissible
4. You have permission to utilize three-dimensional physical representations of Content (3D prints, 3D models, and the like). Any three-dimensional art created using the Content may only be used for personal, non-commercial purposes. The number of copies is restricted to ten. Furthermore, except for the express purpose of supplying the print for personal use, you may not provide other companies or people the rights to make such physical representations of the Content.
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7. Developers and sellers that use Buddy Builder or 3rd-party material for widespread distribution, such as game titles, applications, online services, or kiosks for, but not limited to, multiple platforms, should be aware of the following: PCs, Macs, smartphones, and gaming consoles – To acquire the licensing agreement letter and free mass distribution rights for using Hologress material, developers and vendors must first register their game or application details with Hologress. Please share details about your proposal concept. Any extra resources, such as a project prototype, a website, or movies, are appreciated as well. Please email info@hologress.com for registration details
8. s. Hologress supports the modification of CONTENT and the subsequent sale of changed CONTENT on the Hologress Content Store and Marketplace, as long as the Creator abides by the provisions of this EULA and the Hologress Certified Content Developer Agreement. Hologress has the right to assess whether a Member or Creator has broken the provisions of this EULA and the Hologress Certified Content Developer Agreement at its sole discretion. If the Material released by the Vendor is found to be in violation of the provisions of this EULA, Hologress will contact the Creator and request that the content be removed.
9. All CONTENT sold on the Hologress Content Store and Marketplace must follow the specifications set out in the Hologress Content Specifications Guides.

INSERT CREATOR ASSET GUIDELINES

10. If the creator does not respond within 48 hours, Hologress reserves the right to delete any Creator material that it deems to be in violation of the restrictions set out in this EULA.
11. If the CONTENT does not satisfy the requirements given out in this EULA, as decided by Hologress, the creator may not utilize any of the resources offered in the Hologress Content Specification Guide.

Limitations

1. A member's job does not contravene any laws, statutes, ordinances, or regulations.
2. Member's work does not infringe, misappropriate, or violate any third-party rights, including but not limited to trademarks, copyright, patents, trade secrets, privacy, or publicity rights.
3. You are not permitted to sell, resell, sell as, replicate, share, distribute, sublicense, publish, advertise, or portray any Hologress CONTENT STORE Content or 'The Model', or any derivative thereof, for resale or as free items.
4. Any default material, excluding anything labeled as official contributing artist work, or any derivative thereof, is authorized to be changed, sold, distributed, marketed, or represented - for resale or as free items. Hologress's Marketplace and/or Content Store are the only places where content may be resold.
5. The original DRM protection of the BASE CONTENT must be retained by DERIVATIVE CONTENT utilizing a 3D mesh that is not considerably changed from the original BASE CONTENT. When publishing in the Marketplace, it must also be allocated as a derivative of the BASE CONTENT.
6. Members and Vendors are not permitted to sell, replicate, sublicense, or publish any original, exported, repurposed, or derivative Hologress material, regardless of file format, in any third-party marketplace. This contains proprietary Hologress file types, as well as BVH, FBX, OBJ, and all other industry-standard formats.
7. Hologress owns and controls all default CONTENT in the Buddy Builder™, and it cannot be sold on any third-party marketplace. This covers all derivative material generated by Members and Vendors, as well as original Hologress default CONTENT, CONTENT offered in Hologress content packs, and original Hologress default CONTENT (s). Only

the Hologress Material Store and Marketplace may sell user-generated content derived from original Hologress content.

8. Hologress will contact the Creator to seek the removal of any published CONTENT that is judged, in Hologress's sole discretion, to be substantially identical to other existing CONTENT. The Creator's account may be temporarily suspended if the material is not deleted within 48 hours.
9. Any violation of this EULA's terms and conditions, or the unauthorized sale, duplication, sub-licensing, or publishing of any Hologress CONTENT, will result in the Member or Vendor's Hologress account being suspended indefinitely, as well as the possibility of legal action, depending on the severity of the violation.
10. If you bought content with a Royalty Free License-Editorial Use Only, you can only use it for editorial purposes.
11. - Content may not be utilized on any resale goods or product.
12. - Content may not be shown on a billboard, at a trade fair, or in an exhibit.
13. - No part of the content may be used in a logo, trademark, or service mark.
14. - No commercial use of the content is permitted.
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However, if you are the original owner of the intellectual property of this Material or have acquired a legally permitted commercial license from the intellectual property owner, the content may be used for commercial purposes in extremely restricted circumstances.

16. Texture sources contained in Hologress Content and Hologress softwares may only be utilized within Hologress softwares. This includes CONTENT integrated in Hologress Software as well as CONTENT purchased via the Hologress Stores and Marketplaces.

Warranty

Hologress has made every effort to ensure that 'The Models' are defect-free and usable in Buddy Builder™; however, Hologress is unable to provide any warranty or guarantee regarding the performance of 'The Models' due to the instability and inconsistency of software, hardware, and operating systems. If you have any questions about whether your planned use of a Hologress 3D Model is permitted under this License Agreement, please contact Hologress at info@hologress.com for clarification and/or formal authorization.

1. **Ownership.** Copyright to Content acquired by any Member via Hologress remains with the Creator, subject to the terms of this licensing agreement between the Creator and Hologress.
2. **Valid License.** License rights to Content for sale via Hologress, conditioned on money being transferred from the Member to Hologress and then to the Creator. If a sale is reversed for whatever reason, all licensing rights are instantly terminated.
3. **Royalty-Free Rights Granted.** The Creator gives a non-exclusive, non-transferable, global, royalty-free license to Hologress and the Member who obtains licensing rights to Content via a Valid Sale to: publicly perform, publicly exhibit, and digitally perform said Content.
4. **Rights Not Granted.** All other rights included in copyright are excluded from this license.
5. **Resale.** It is explicitly forbidden for a Member to resell or redistribute any Content received from Hologress, whether as part of a legitimate transaction or not.
6. **Returned Content.** Any licensing rights provided hereunder expire if a Member returns Content at Hologress's discretion, and the Member must promptly delete all copies included on any form

Any questions you have regarding the EULA or further interpretation of the terms stated please contact info@hologress.com. If you're unsure of if your project adheres to the guidelines please contact us for further approval.

APPLICABLE LAW

This EULA is governed by North Carolina law, with the exception of copyrights, patents, and registered trademarks, which are governed by federal and international law. If a court of competent jurisdiction rules that any term of this EULA is unlawful, that provision will be declared null and void, and the legality of the other provisions of this EULA will not be affected.