CGFORT PTY LTD END-USER LICENSE AGREEMENT FOR POLIIGON

Poliigon is a subscription-based website offering a library of textures, models and HDRs for digital artists for their projects (the "**Service**"). This website, www.poliigon.com, is owned and operated by CGFort Pty Ltd ACN 601 323 166 ("**Poliigon**"). This End-User License Agreement (this "**Agreement**", "**EULA**", "**License**") applies to all users of the Service (collectively or individually, "**You**", "**Users**", "**Customer**").

Before using the service, please read this agreement carefully. By clicking on "accept," you acknowledge that you have read, understood, and agree to be bound by this agreement. If you do not agree to all of the terms and conditions of this agreement, then please do not click "accept" or attempt to use the Service.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

1.   ACCEPTANCE

1.1   This Agreement is a legal agreement between You and Poliigon, and governs your use of the Service and related products and services provided to You by Poliigon. The purpose of this Agreement and the License is to allow You to use the Service provided by Poliigon during the Term on the terms and conditions stated in this Agreement, to develop products for either personal or commercial use ("**Customer Assets**"), as applicable under Your License. This EULA is made effective beginning on the earliest of the date on which you first accept this EULA, access or otherwise use the Service (the "**Start Date**").

2.   ACCOUNTS

2.1   To use the Service, you must either:

(a)   register an account via **Poliigon's** website; or

(b)   access the Service and provide required user information.

2.2   The number of other people who are permitted to use the Service ("**Permitted Users**") will be determined according to the type of license You have.

2.3   You may not, under any circumstances, whether intentionally, or through negligence or inaction, allow or enable persons other than the Permitted Users to access your account, unless specifically permitted in writing by Poliigon.

2.4   You may delete your account at any time.

3.   REGISTRATION

3.1   When registering an account You must provide Poliigon with a valid email address and password which will be registered by Poliigon. Poliigon may also save your IP address and MAC address etc. You acknowledge and agree that You will:

(a)   provide true, accurate, current, and complete information as requested when registering an account; and

(b)   maintain and update this registration information to keep it true, accurate, current, and complete.

3.2   You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to any computer, smart phone, tablet or other device that You use for accessing the Service and You hereby accept sole responsibility for all activities that occur under your account.

3.3   Poliigon and its affiliates reserve the right to refuse the Service, terminate accounts, remove or edit content and delete assets or cancel orders in their sole discretion if you provide registration information which is false, inaccurate, not current, or incomplete.

3.4   Poliigon may share your registration information with its partners, affiliates, and third parties to handle and deliver certain online activities necessary to operate Poliigon's businesses (e.g., process orders and payments etc.).

4.   INTERNET ACCESS

A high-speed Internet connection is required for proper transmission of and access to the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service. We are not responsible for notifying You of any upgrades, fixes or enhancements to any software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Poliigon or our partners. We assume no responsibility for the reliability or performance of any connections as described in this section.-

5.   THE SERVICE

5.1   The Service comprises a library of textures, brushes, Generators (including all possible files exported) substance designer files, HDRs and models ("**Poliigon Assets**").

Payment of the applicable fees entitles You to use the Service, purchase Poliigon Assets with Credits acquired through the Website according to the terms of Your License and add Poliigon Assets into Your Customer Assets. You or any third party is strictly prohibited from using Poliigon Assets or Customer Assets in any other products or services or develop products and services that competes with Poliigon's products and services.

6.   TYPES OF LICENSES

6.1   Hobby License

The Hobby License is provided for single individuals (a natural person) doing non-commercial work. Under this License You are the only Permitted User. Any content and/or assets used or developed under a Hobby License can never be used or made available in any commercial product or service or any corporate products or services, without Poliigon's prior written consent.

Under the Hobby License Your account will be credited with 120 Credits per month which may be used to download Poliigon Assets from the Service.

6.2   Freelancer License

The Freelancer License is provided for a single Permitted User doing commercial work. Under the Freelancer License Your account will be credited with 300 Credits per month which may be used to download Poliigon Assets from the Service,

6.3   Production License

The Production License is for entities using the Service for commercial purposes, and allows up to 100 Permitted Users.

Under the Production License Your account will be credited with 600 Credits per month per Permitted User which may be used to download Poliigon Assets from the Service

6.4   Custom Studio License

The Custom Studio License is for entities using the Service for commercial purposes that require more than 100 Permitted Users, custom number of credits, custom subscription duration, changes to Terms & Conditions, or other customizations. A Studio License can be project title specific or an ongoing annual subscription.

Contact

If you have questions regarding which license you qualify for, please contact Poliigon at support@poliigon.com.

6.5 **Suspension of Account**

If Poliigon in its sole discretion deems that You are misusing Your license it may shut down access to the Service effective immediately and terminate this Agreement. Any prohibited use of the Service will result in termination of this Agreement and the License and an obligation for You to compensate Poliigon for any and all losses and damages which it incurs.

7. **FEES AND CREDITS**

7.1 The Service is offered as a subscription and non-subscription based service. You can subscribe to the Service:

(a) on an annual or monthly basis for Hobby, Freelancer and Production Licenses;

(b) on an annual basis for a Custom Studio License, or if for a fixed term Custom Studio License by payment of one-off upfront fee.

7.2 Alternatively You can use the non-subscription pay as you go service whereby Credits can be purchased on demand.

7.3 The fees for the Service are stated in the Service, on our Website, or otherwise notified to you in writing ("**Fees**"). Payment of the Fees provides You with Credits. Credits is the Poliigon currency which can be used to purchase Poliigon Assets available in the Poliigon Library and develop Customer Assets for use in Your Product. You may also at any time purchase additional Credits to be used in the Service. The number of Credits required to purchase a Poliigon Assets are on the Website. Purchased Credits are non-refundable unless specifically stated otherwise in this Agreement. When you open an account you authorise Poliigon or its partners to charge your credit card, or use other forms of payment methods accepted by Poliigon, for the Fees in accordance with the payment terms (as may be amended by Poliigon or its partners from time to time).

7.4 Poliigon and its partners reserve the right to change the Fees, the Credits costs, the number of monthly Credits per License, the payment terms, price of Poliigon Assets, the "Credit" system to an alternative payment system any availability of Poliigon and its services etc. at any time without notice; provided, however, such changes will not affect the Fees paid or Credits used and payment terms for any products and services already purchased and paid for in full.

7.5 All Fees are payable in advance and are not refundable in whole or in part, unless stated otherwise by Poliigon in writing or otherwise in accordance with this Agreement.

7.6 Unused Credits in any month will be rolled over as follows:

(a) Hobby License: rolled over into and capable of being used in the following month only, after which unused rolled over Credits will be cancelled;

(b) Freelancer License and Production License: rolled over into and capable of being used in any of the following 3 months, after which unused rolled over Credits will be cancelled

(c) Custom Studio License: rolled over into and capable of being used in any of the following 3 months, after which unused rolled over Credits will be cancelled.

8. **REFUND POLICY**

If in the event a Poliigon Asset does not function properly:

(a) which causes You to be unable to fully enjoy the Service as reasonably expected; and

(b) You have notified Poliigon customer support of the malfunction; and

(c) Poliigon is not able to properly fix the malfunction or provide a replacement Poliigon Asset within reasonable time,

Poliigon may in its sole discretion offer you a full or partial refund of the Fees paid and/or Credits used. Please contact Poliigon customer support at support@poliigon.com for support and/or refund issues.

9. ACCESS

In consideration of the payment of the applicable Fees and Credits and subject to your compliance with these terms, Poliigon shall provide You with access to the Service and enable You to access and use the Service and the Credits. If Poliigon is unable to process any applicable payment at any time, your access to the Service may be suspended or terminated at Poliigon's discretion.

10. GRANT OF LICENSE

Subject to the terms of this Agreement and your continued compliance with the applicable Hobby, Freelance, Production or Studio License, Poliigon grants You a limited, non-exclusive, revocable license that is non-sublicensable and non-transferable to access and use the Service to create Customer Assets.

11. NO RIGHT TO CREATE AND SELL POLIIGON AND CUSTOMER ASSETS ON STAND ALONE BASIS

The Service must only be used for creating Customer Assets which are integrated into your own unique creations such as an image, animation of video games.

You must not sell, license or otherwise provide access to Poliigon Assets (modified or in original format) to third parties on a stand-alone or re-distributed manner which is the same or similar to that provided by Poliigon under this Agreement. Any breach or attempted circumvention of this clause may result in immediate termination of this Agreement and/or access to the Service permanently suspended.

12. CONSENT TO USE OF DATA

You agree that Poliigon may collect and use technical information and data gathered as part of the support services provided to You, if any, related to the Service and Poliigon may share generic, non-customer specific information with its affiliates and partners but no customer specific data, and not to any other third party. Poliigon, affiliates and partners may use such generic information for various metrics. Poliigon may use this information solely to improve the Service, its products and services or to provide customized services or technologies to the customers and will not disclose this information in a form that personally identifies You, without your consent.

13. INTELLECTUAL PROPERTY RIGHTS

Poliigon owns all right, title, copyright, and other intellectual property rights and interest, including but not limited to all trademarks, service marks, and trade names in the Service, software, material, any documentation and any copies thereof and retains all such rights and any other products and services. Except as expressly granted in this EULA; no license, right or interest in any patent, trademark, copyright, trade name or service mark is granted to You. The Service is licensed, not sold.

13.1 You agree not to assert against Poliigon any claim, action or proceeding for infringement of any patents, patent rights or other intellectual property rights.

13.2 Poliigon has indicated in the title of some Poliigon assets that they are representations of real-world objects ("Replicas"). Replicas are indicated through the asset name including the world replica. Poliigon owns the model itself, but it is possible that another group may claim ownership of the subject matter depicted. While we have not received any notices from another group that they disallow commercial uses, Poliigon notifies you that additional legal clearances may be required for some uses of these models.

13.3 You are not required to provide any ideas, feedback or suggestions regarding the Service or any of Poliigon's products or services (collectively, "**Feedback**") to Poliigon. To the extent you do provide any Feedback to Poliigon, you agree to assign and hereby do assign all right, title and interest in and to such Feedback to Poliigon and acknowledge that Poliigon may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to you.

14.   USER INTELLECTUAL PROPERTY

By using the Service You may generate Customer Assets. Except for the Poliigon Service materials contained therein, any intellectual property right and title to Customer Assets are Customer intellectual property.

15.   LICENSE RESTRICTIONS

15.1   You agree to abide by all applicable laws and regulations in using the Service**.**

15.2   You agree not to:

(a)   attempt to reverse engineer, decompile, translate, or disassemble the Service or related software or materials;

(b)   rent, lease, or transfer the Service, or related software or materials;

(c)   disclose the results of any performance benchmarks of the Service or related software or materials to any third party without Poliigon's prior written consent;

(d)   use the Service for any illegal purpose;

(e)   use the Service in any manner which violates the rights of a third party, including without limitation intellectual property rights;

(f)   use the Service in any manner that breaches the EULA; or

(g)   take any action that imposes an unreasonable or disproportionately large load on the Service, System or servers etc.

15.3   You may not without specific prior written consent from Poliigon:

(a)   use your own or third-party software to modify any content appearing within the Service or its environment or change how the Service is used; or

(b)   use the Service or any information accessible through the System, to bypass the System login architecture or create or provide any other means through which the System may be accessed and/or the Services may be used by others.

16.   ELECTRONIC COMMUNICATIONS

You consent to receiving communications from us electronically. We will communicate with You by email or by posting notices in the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

17.   TERMS AND TERMINATION

17.1   The term of this EULA and the license granted herein shall begin on the Start Date and be ongoing until terminated. You can terminate your license at any time and your license and payment obligations will expire at the end of the current term. You can terminate your license by registering such termination on Poliigon's webpage, www.poliigon.com. Poliigon may terminate this Agreement and your license at any time with 30 days notice and provide you with a pro rata refund if you have any unused credits or time remaining on your subscription. Termination of the EULA will result in your account being deactivated and your Poliigon License being deactivated.

17.2   Notwithstanding anything to the contrary herein, this EULA shall terminate upon breach of any term or provision of this EULA, which you You have not cured within 10 days of notice of the breach by Poliigon.

17.3   Upon expiration or termination of this agreement you shall:

(a)   immediately cease use of the Service; and

(b)   destroy all copies of the Service, Poliigon Asset stc. within your possession and any item containing confidential information, and all of its component parts, within your possession, unless your use is otherwise specifically permitted by Poliigon.

17.4   If Poliigon terminates the Service for your breach, you will not receive a refund of prepaid Fees or purchased Credits.

18. CONFIDENTIALITY

You acknowledge that Service, related materials and any documentation etc., contains confidential and proprietary information. You agree to maintain the confidentiality of the Service and related materials and documentation during the term of this EULA, and for a period of 5 years after termination of this EULA. You agree to take commercially reasonable steps to ensure that confidential information is not disclosed or distributed by You.

19. DISCLAIMER OF WARRANTY

Poliigon will use reasonable efforts to provide You with a service that is fast, reliable and enjoyable. However, Poliigon makes no representation or warranty as to the completeness or accuracy of the Service or information contained therein, nor does it represent or warrant that the Service will be available at all times or that it will function in a manner or as fast or efficient as You may expect or desire. The information contained in the Service may be incomplete, may contain errors, or become out of date at any time. The Service is provided on an "as is" basis without any express warranties. Poliigon shall have no obligation to correct errors in, provide updates for or otherwise support the service. Poliigon reserves the right to add, modify, or delete its services at any time. You bear the risk of using it. Poliigon does not give any express or statutory representations, warranties, guarantees or conditions. Poliigon also excludes all implied warranties, including any warranty of merchantability, title, durability, fitness for a particular purpose and non-infringement etc. Nothing in this agreement shall affect those statutory rights which you may be entitled to as a consumer and that you cannot contractually agree to alter or waive. The limitations and exclusions of liability do not apply if and to the extent you sustain damages which were caused by gross negligence or willful misconduct of Poliigon.

20. LIMITATION OF LIABILITY AND REMEDIES

20.1   Under no circumstances including negligence (unless otherwise required by applicable law), shall Poliigon (including breach of any warranty hereunder) be liable for any direct, indirect, punitive, special, incidental, or consequential damages that result from your use of Poliigon or related documentation or in connection with or arising out of or relating to this Agreement (including loss of business, revenue, profits, use, data, or other economic advantage), even if any exclusive remedy provided for in this Agreement fails of its essential purpose and even if Poliigon or a Poliigon authorized representative has been advised of the possibility of such damages.

20.2   Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Poliigon and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder shall be limited to the actual damages You incur in reasonable reliance on Poliigon up to the amount actually paid by You for the service. In no event shall Poliigon's aggregate liability for all incidents during the term of the Agreement exceed the aggregate amount actually paid by You for the service. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

20.3   In order to be entitled to any indemnification or compensation from Poliigon, subject to clause 21, You must:

(a)   promptly notify Poliigon in writing of the claims (whether or not litigation or other proceeding has been filed or served);

(b)   give Poliigon, at Poliigon's option and expense, sole control over the defence and/or settlement of the claims; and

(c)   at your own expense, You shall cooperate with Poliigon in all reasonable aspects in connection with the defense of any such claim.

Poliigon shall have no liability to You in the event that You have failed to comply with the terms of this Agreement.

21. INDEMNIFICATION

Your use of Poliigon constitutes your agreement to defend, indemnify, and hold harmless Poliigon, its parents and affiliates, partners, and their respective employees, contractors, officers, and directors, from and against any actions, claims, demands, liability and expenses, including reasonable attorneys' fees, arising out of your use or misuse of Poliigon and the rights granted under this Agreement. You agree that Poliigon may seek and shall be entitled to injunctive, equitable, or other similar relief to protect, maintain, defend, enforce, and preserve such rights, in addition to any other available remedies without the necessity of posting a bond.

22. ARBITRATION

Any dispute or claim arising out of or in connection with this Agreement, including (without limitation) any question regarding the existence, validity, breach or termination of this Agreement must first be the subject of arbitration, administered by the Australian Commercial Disputes Centre Limited (ACDC). The arbitration must be conducted and held in accordance with and subject to the laws of Queensland, and may be held either in Brisbane, Australia or via video conferencing, as agreed between the parties.

23. CLAIMS

You and Poliigon agree that any cause of action arising out of or related to this agreement or the Service must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

24. GOVERNING LAW

This Agreement is governed by the state laws of Queensland, and the federal laws of Australia. To the extent permitted by law, the state and federal courts of Queensland and Australia will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement.

25. MODIFICATION

Poliigon reserves the right, at its discretion, to update or revise the EULA at any time. Poliigon will post such changes in its Poliigon Service, and/or its Website, and/or communicate such changes via email or otherwise communicate such terms to you in a suitable manner decided by Poliigon and these additional or revised terms will become part of the EULA effective immediately. Please check the Poliigon Service, the EULA or the Website periodically for changes. Your continued use of Poliigon constitutes your binding acceptance of the EULA, including any changes or modifications made by Poliigon as permitted above.

26. WAIVER

A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

27. SEVERABILITY

If any provision of this Agreement is invalid then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any other part or provision of this Agreement.

28. ASSIGNMENT

You shall not, without the prior written consent of Poliigon, assign, transfer, or license or deal in any other manner with all or any of Your rights or obligations under this EULA. Poliigon may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under this EULA without notice to You.

29. NO PARTNERSHIP

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Poliigon and You. Neither party shall have any right bind the other party in any manner whatsoever, and nothing in this Agreement gives any rights of any kind to any third persons.

30. ENTIRE AGREEMENT

This EULA constitutes the entire agreement between the parties with respect to this specific subject matter hereof and shall not be modified except as provided in this Agreement.