

License Agreement for Humano3d products

This document outlines the terms of use of the 3d People models.

1. Definitions

Humano – creator of 3d People models: Beyond Visual – Paweł Potemkowski (EU VAT Tax id: PL8522536755)

License – the right to use 3d models created by Humano in order to create images, visualizations, animations & VR

Licensee – person, company, or other legal entity, that purchased license for the 3d Models

User – a single person employed by the Licensee, that is able to use & access 3d Models

Employee – any person employed by the Licensee

3d Models – digital 3d models created by Humano

3d People – digital 3d models of people created by Humano

2. Subject of the Agreement

Licensee obtains the right to download & use the 3d Models by purchasing License.

Licensee is granted royalty-free, worldwide, non-exclusive, non-transferable license to use 3d Models within limitations set forth in this agreement.

You may share, sell & sublicense images, visualizations, animations created with use of the 3d Models.

3d People cannot be used in games or integrated into software by Licensee. Using 3d People in games or software requires a custom license, please contact us with custom enquiry. Licensee is allowed to use 3d People in VR presentations of architectural presentations.

3d People cannot be used in a way that the depicted person might be presented in an offensive way. 3d People can not be used to create any kind of illegal, obscene, fraudulent, pornographic, abusive, infringing or immoral materials.

You are forbidden to sell, distribute, sublicense, exchange, share and provide access to the 3d Models with any 3rd party.

Freelancer License is limited for purchase & use by: a single, self-employed individual or single non-commercial Users (examples: self-employed freelancer, hobbyist, student).

This type of license shall not be purchased by companies employing over one person.

Standard License is limited for purchase & use by Licensee that has a maximum of 20 Users or 50 Employees

Enterprise License can be purchased by any Licensee and is not limited by number of Users or Employees.

The number of Users/Employees shall be determined at the moment of purchase. If your company will exceed the number of Users/Employees allowed for a given license type **after the purchase, Licensee is not obliged to upgrade the license.**

In order to obtain the right to commercial use of 3d Models, the Licensee is required to provide the name of the Company (or other legal entity) that is a party to this agreement. The name of the Company (or other legal entity) must be provided during purchase.

Please contact Evermotion or Humano directly for a custom license or, if you have any doubts on allowed use of 3d Models.

3. Intellectual Property

Humano is the owner of all the intellectual property rights to the 3d Models and images depicting the models.

The reproduction, distribution and public communication, including the way it is made available, of all our intellectual property, in any medium and by any technical means, without authorization, are expressly forbidden.

You undertake to respect the intellectual and industrial property rights owned by Humano.

4. Agreement period and termination

This agreement comes into force, when you make a purchase and continues indefinitely.

Termination of the agreement cancels the Licensee's right to use the 3d Models.

If you decide to terminate this agreement you are obliged to inform us by email, and:

- delete any 3d Models, or any other files obtained from Humano from your PCs and all other data storage media
- stop using 3d Models

5. Jurisdiction

For the purposes of the conditions established in this instrument the applicable legislation will be current Polish laws, and any controversy will be submitted to the Courts of the city of Szczecin, Poland.