

Srfin Art

Intellectual Property End-User License Agreement

Last updated: 2024-08-04

- 1** You (or “**Licensee**”) are deemed to have accepted this agreement if you purchased, paid for or otherwise access the **Licensed Product** provided by **SRFN Art**.

You must abide by this agreement as a binding contract between **you** and **SRFN Art**.

This agreement begins on the **Effective Date** and will continue unless and until terminated in accordance with clause 9 (the “**Term**”).

2 INTELLECTUAL PROPERTY LICENSE

- a. Subject to the terms and conditions of this agreement and in exchange for payment of the **Fees**, **SRFN Art** grants to the **Licensee** a limited, non-exclusive, non-transferable, revocable, worldwide license to use the **Intellectual Property Rights** in the **Licensed Product** as set forth in the **License Details** for the **Permitted Use** during the **Term** (the “**License**”).
- b. The **Licensee** acknowledges and agrees that all **Intellectual Property Rights** in the **Licensed Product** remain the sole property of **SRFN Art**, and the **Licensee** will not acquire title or rights in the **Licensed Product** under this agreement.

3 STANDARD LICENSES

- a. The permitted use under which **Licensee** may use the **Licensed Product** depends on **Licensee’s** license as set forth in the **License Details** (the “**Permitted Use**”):

Assets License

- (i) **You** MAY use **Assets** for both personal and commercial projects. Up to 50 **End Products** commercially;
- (ii) if the number of **End Products** exceeds the licensed amount, the correct **License Extension** must be purchased.
- (iii) **You** MAY use **Commercial Use Images**, for online advertising, social media and store listings outside of Etsy (<https://www.etsy.com>).
- (iv) **You** MAY change the size, color and other elements of the **Assets**.
- (v) **You** MAY NOT use **Assets** for projects that you’d like to submit for publication. This could include things like books, magazines, blogs, websites, or other forms of media. For this, the correct **License Extension** must be purchased.

- b. The **Licensee** acknowledges and agrees that the **Licensee** must not use the **Licensed Product** for any purpose other than the **Permitted Use**, including not using the **Licensed Product** for any of the restricted activities set forth in clause 4.1 (unless the **Licensee** has purchased a separate **License Extension**). The **Licensee** indemnifies **SRFN Art** against any loss, expense or damage **SRFN Art** suffers as a result of the **Licensee's** failure to comply with the **Permitted Use**.

4 RESTRICTIONS AND LICENSE EXTENSIONS

4.1 GENERAL RESTRICTIONS

- a. **You** may not **Distribute** the **Licensed Product**, in full, or in parts, either with or without modifications, without the written consent of **SRFN Art**.
- b. **You** may not translate the **Licensed Product** into other formats, or create derivative works from the **Licensed Product** to **Distribute**, in full, or in parts, either with or without modifications, without the written consent of **SRFN Art**.
- c. **You** may not claim the **Licensed Product** as your own, with or without modifications.
- d. **You** may not use the **Materials** owned and produced by **SRFN Art**, that are not included in the **Licensed Product**.
- e. **You** may not use the **Licensed Product** for activities that are not explicitly permitted or exceed the scope of this agreement. For which a separate license or **License Extension** can be arranged. Contact **SRFN Art**, if in doubt.

4.2 LICENSE EXTENSIONS

- a. **Assets License Commercial**
 - (i) It is a **License Extension** of the **Assets License**;
 - (ii) By purchasing one License Extension, the **Licensee** may use **Assets** from all **Licensed Products** for up to 1000 **End Products** in total.
 - (iii) **You** MAY use the **Assets** for projects that **you'd** like to submit for publication. This could include things like books, magazines, websites (up to 100,000 views per month), or other forms of media. However, this does not mean **you** can **Distribute** the **Assets** themselves. They must be used as part of a larger project.
- b. **Assets License Extended Commercial**
 - (i) It is a **License Extension** of the **Assets License**;
 - (ii) By purchasing one License Extension, the **Licensee** may use **Assets** from all **Licensed Products** for up to 250,000 **End Products** in total.
 - (iii) **You** MAY use the **Assets** for projects that **you'd** like to submit for publication. This could include things like books, magazines, websites (up to 1,000,000 views per month), or other forms of media. However, this does not mean **you** can **Distribute** the **Assets** themselves. They must be used as part of a larger project.
- c. **Assets License High Volume Commercial**
 - (i) It is a **License Extension** of the **Assets License**;
 - (ii) By purchasing one License Extension, the **Licensee** may use **Assets** from all **Licensed Products** for unlimited **End Products**.
 - (iii) **You** MAY use the **Assets** for projects that **you'd** like to submit for publication. This could include things like books, magazines, websites (unlimited views per month), or other forms of media.

However, this does not mean **you** can **Distribute** the **Assets** themselves. They must be used as part of a larger project.

5 QUALITY AND CONTROL

The **Licensee** must:

- a. immediately remove any use of the **Licensed Product** on social media or on any other website if requested by **SRFN Art** (acting reasonably);
- b. not do or authorize the doing of any act, matter or thing or omit to do anything whereby the Intellectual Property Rights in the **Licensed Product** may be prejudicially affected; and
- c. ensure that all material and content that the **Licensee** designs or develops, which features the **Licensed Product**, is of a high quality.

6 FEES

- a. In exchange for the grant of the License, the **Licensee** must pay **SRFN Art** the **Fees** in the amounts set forth in the **License Details**, or as otherwise agreed in writing.
- b. The **Licensee** will not be able to, and must not attempt to, download the **Licensed Product** until the **Fees** are paid in full.
- c. **SRFN Art** reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- d. The **Licensee** must pay the **Fees** using the fee payment methods specified in the **License Details**.
- e. (Refunds) The **Licensed Product** will only be refunded if it is defective. If you wish to claim a refund you must (a) certify that no copy of the **Licensed Product** remains in your possession or control, (b) provide proof of a valid sale and a valid sales receipt from **SRFN Art**, and (c) provide other information requested by **SRFN Art** to support your claim. All claims for a refund must be made within one (1) week of purchase.

7 LIMITATION OF LIABILITY

- a. All express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded.
- b. To the maximum extent permitted by law, **SRFN Art** limits all liability to the **Licensee** (and all **Users**, and their respective representatives) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or the **Licensed Product** (or both, as the case may be) in aggregate for all claims to the total **Fees** paid by the **Licensee** to **SRFN Art** for the **Licensed Product** giving rise to the liability.

8 DISPUTE RESOLUTION

- a. A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- b. A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- c. Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such

other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

9 TERMINATION

9.1 TERMINATION BY **SRFN ART** FOR CAUSE

SRFN Art may terminate this agreement immediately by notice to the **Licensee** if:

- a. the **Licensee** is in breach of any term of this agreement and has failed to remedy the breach within 14 days after notice by **SRFN Art**;
- b. the **Licensee** commits a material breach of this agreement including, without limitation, clauses 2, 3, 4, 5 or 6.

9.2 EFFECT OF TERMINATION

- a. In the event of termination, the **Licensee** must:
 - (i) immediately cease using the **Licensed Product**; and
 - (ii) remove the **Licensed Product** from all materials in the **Licensee's** and any User's care, custody or control that feature the **Licensed Product**, and, if the **Licensed Product** cannot be removed, then destroy all such material.
- b. To the maximum extent permitted under applicable law, the **Licensee** acknowledges and agrees that, given the nature of the **Licensed Product**, no refunds, replacements or repairs will be given on termination.

10 NOTICES

- a. A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English, or Polish; and
 - (ii) delivered via email to the other party regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (hello@srfn.art). The parties may update their Email Address by notice to the other party.
- b. Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next
 - (ii) occurring business day in that state or territory; or
 - (iii) when replied to by the other party,

whichever is earlier.

11 INTERPRETATION PROVISIONS

- 11.1 This agreement is governed by the law applying in Poland. Each party irrevocably submits to the exclusive jurisdiction of the courts of Poland and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

11.2 AMENDMENTS

- a. **SRFN Art** may amend this agreement unilaterally at any time in its sole discretion by displaying such amendment on the official website or within the new versions of the **Licensed Product**.
- b. Notwithstanding the foregoing provision, if such amendment is detrimental to the **Licensee**, **SRFN Art** shall take reasonable means such as displaying or posting such amendment in advance.

11.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

11.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

11.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

11.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

12 **Defined terms**

Capitalized terms used in this agreement are defined as follows:

Assets	means the Materials , located in the "Assets" folder (or "Assets [description]", e.g. "Assets - Cutting Files"), inside of Licensed Product (applies only to the Licensed Products covered by the Assets License).
Distribute	means to distribute, redistribute, sub-license, sell, reproduce, give away, share (regardless of channel), create other digital products, files, bundles, sets, kits or otherwise copy or include.
Effective Date	means the date this agreement is agreed to by the Licensee .
End Products	means each individual physical product, instance, unit or end product.
Fees	means the amount payable by the Licensee to SRFN Art in exchange for the license granted under this agreement, as set forth in the License Details .
SRFN Art	means the owner of all rights, including Intellectual Property Rights in the Licensed Product , being KONRAD SERAFIN, email: hello@srfn.art
Commercial Use Images	means the optional Materials (if present, set forth in the License Details), located in "Commercial Use Images" folder inside of Licensed Product .

Materials	includes drawings, graphics, artwork, brand names, logos, words and phraseology, typography, pictures, documents, software (in both source and object code form where that distinction is relevant), specifications, information, reports, manuals, flowcharts, working papers, layouts and data stored by any means.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
License Details	means the information set forth on screen at the time of accepting this agreement and downloading the Licensed Product .
License Extension	means a license extension as set forth in clauses 4.1.e and 4.2
Licensed Product	means the Materials owned and produced by SRFN Art that are selected by the Licensee for download and are described in the License Details .
Licensee, "you"	means the person or entity who pays the Fees and is entitled to download and access the Licensed Product .
Permitted Use	has the meaning given in clause 3.a.
Term	has the meaning set forth in clause 1.