# License of Use

## You agree:

(a) the use of this website <u>Https://www.c4dcenter.com</u> is governed by the Terms of Use Agreement, Privacy Policy, Disclaimer, and any other relevant terms and conditions, policies, and notices which apply to the website or a specific section or module of the website.

(b) the Terms of Use Agreement specify that, by using the website, the user is agreeing to the Terms of Use (and if they don't, they should not be using the website anymore).

(c) the access or use of this Site in any way that could or is intended to damage or impair the Site, or any server or network underlying Https://www.c4dcenter.com, or interfere with anyone else's use and enjoyment of the Site. Users' agree to any and all modifications, alterations, and updates of the Terms of Use (which become effective upon being posted on the website).

(d) any logo/design which have been trademarked on the site is specified in the Terms of Use agreement and warns of unauthorized uses. Same goes for copyright.

## Use of The Site

At Https://www.c4dcenter.com we believe in giving back to the community that has given us so much over the years. In that regards we offer our products FREE to our loyal friends of the website. Our extensive material library, vault and royalty free music is open to all.

### However, we do have some limitations of the materials on the site.

The materials on this site is and will also be free for personal and commercial use, but there are restrictions, e.g. you are not allowed Sell or Redistribute the Materials in their original form or as they are.

However, we encourage you to modify and develop the material to the max for your Video Games, Animation Movie, 3D Mockups and Printed Artwork (Shirts, Posters and other Printable material).

## **Use of Information**

We have a group privacy policy which sets out how we handle personal data that you may provide or that we may collect, in connection with your access or use of this website. The policy is available on this website. You accept and agree to the terms set out in the policy and consent to the collection, use and disclosure of your personal data in accordance with the policy.

### Submissions

You may post reviews of products or services, comments, suggestions, or other messages (collectively referred to as "Submissions") so long as the content of your Submission is not unlawful, threatening, abusive, spiteful, defamatory, invasive of privacy, obscene, profane, sexually explicit, fraudulent or otherwise objectionable or injurious to third parties (including, but not limited to, any content that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable law).

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of your Submission. <u>Https://www.c4dcenter.com</u> reserves the right (but not the obligation) to monitor, edit and remove any Submission. By posting or sending us any Submission, you grant <u>Https://www.c4dcenter.com</u> a non-exclusive, perpetual, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Submission in any media.

## Promotions

From time to time, we may offer and/or co-sponsor contests and games on the Site. Each of these activities shall be governed by specific rules accessible from the Site.

## **Disclaimer and Exclusion of Liability**

1. This Site, the Services, the information on this Site and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.

2. To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to this Site and its contents, including in relation to any inaccuracies or omissions in this Site, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

3. We do not warrant that this Site will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that this Site will not be affected by any Acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

4. While we may use reasonable efforts to include accurate and up-to-date information on this Site, we make no warranties or representations as to its accuracy, timeliness or completeness. WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER CAUSED, RESULTING FROM YOUR ACCESS TO, USE OF OR INABILITY TO USE, RELIANCE ON OR DOWNLOADING FROM THE SITE, OR ANY DELAYS, INACCURACIES IN THE INFORMATION OR IN ITS TRANSMISSION INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

6. Notwithstanding our efforts to ensure that our Site/system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to this Site, or electronic mail transmitted to and from us, will not be monitored or read by others.

7. Although we use reasonable endeavours to ensure that any software made available on this Site is suitable for downloading, installation and use by you, all such software is provided "as is" without any warranty. Specifically, and without limitation, we do not warrant that any such software is virus free, without defects, compatible with other software or operating systems or suitable for any specific purpose. We accept no liability for any loss or damage caused by the downloading, installation or use of any such software, and the general exclusions and limitations above apply to such downloading, installation or use by you.

## Links to this Site

You may not create a link to any page of this Site without our prior written consent. If you do create a link to a page of this Site, you do so at your own risk and these Terms of Use will apply to your use of this Site by linking to it.

#### Third Party Advertisements and Links to Third Party Sites

Https://www.c4dcenter.com may display advertisements from third parties, such as banner advertisements and pop-up texts, and links to third party sites, on the Site. We are not responsible for the content of such advertisements or links, any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. The display of any such advertisement or link does not imply endorsement by <u>Https://www.c4dcenter.com</u> of the advertisement or linked site or any content therein. IN NO EVENT WILL <u>HTTPS://WWW.C4DCENTER.COM</u> BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY THIRD PARTY ADVERTISEMENT DISPLAYED ON THE SITE, ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD PARTY SITE OR ANY LINK CONTAINED IN A LINKED SITE.

#### **Intellectual Property Rights**

All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks on this Site are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

Nothing contained on the Site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Site without our written permission. Misuse of any trademarks or any other content displayed on the Site is prohibited.

We will not hesitate to take legal action against any unauthorised usage of its trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

### Changes to Terms of Use

These Terms of Use may be modified from time to time. Any modifications to these Terms of Use will be effective upon posting. You should therefore read these Terms of Use before you place any order. Your continued use of the Site after any modifications to the Terms of Use indicates your acceptance of the modified Terms of Use

### Governing Law and Jurisdiction.

This Site may be accessed from all countries around the world where the local technology permits. As each country has differing laws, by accessing this Site both we and you agree that the laws of Florida, United States, without regard to the conflict of laws principles thereof, will apply to all matters relating to these Terms of Use.

You accept and agree to submit to the exclusive jurisdiction of the courts of Florida, United States in respect of any dispute or difference arising out of and/or in connection with these Terms of Use