

TurboSquid, Inc. Special End User License Agreement

Terms and Conditions

This EULA applies only to those assets found on this DVD.

DEFINITIONS:

1. "Content" refers to the 3d model and video training materials provided by TurboSquid, Inc. that accompanies the 3D World magazine including but not limited to wire files, models, textures and tutorials.
2. "Vendor" refers to the submitting individual or business who publishes content at TurboSquid which is provided as part of this DVD.
3. "Member" refers to FutureNet 3D World magazine subscribers.
4. "Royalty Free" refers to a one-time usage fee as distinguished from a recurring rights fee.
5. For the purposes of this agreement, TurboSquid and TurboSquid, Inc. can be used interchangeably.

TURBOSQUID END USER LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE TURBOSQUID CONTENT PROVIDED HEREIN.

YOUR USE OF THIS TURBOSQUID CONTENT MEANS THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE TURBOSQUID CONTENT. BY DOWNLOADING, LOADING, COPYING AND/OR USING THE TURBOSQUID CONTENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

LICENSE AGREEMENT BETWEEN VENDOR AND MEMBER

License Grant:

For any transmission of content from a Vendor to a Member, whether the transmission was the result of a license or free download, the following terms apply:

1. Ownership. Unless explicitly provided for by a separate agreement, the Vendor retains copyright ownership of all the TurboSquid content they have provided for this DVD.

2. Rights Granted. The TurboSquid Vendor grants to the 3rd party who downloads the provided 3d model content submitted by the Vendor, a non-exclusive, non-transferable, worldwide, royalty-free license to: publicly perform, publicly display, and digitally perform said 3d model content. This includes use of the 3d model content in for-profit animation and still image work.

3. Rights Not Granted. Absent a written grant of rights greater than that contained in paragraph 2 above, all other rights or sub-divisions of rights generally included in copyright are excluded from this license. Therefore, you may not include TurboSquid content or video tutorial training in any other media or distribution system, and cannot post video content for public viewing without the express written consent of TurboSquid.

4. Resale. The resale or redistribution by a member or third party of any content obtained from TurboSquid for use as provided on this DVD is expressly prohibited.

GENERAL TERMS

1. Disclaimer. We provide our products and services related to this agreement "AS IS" WITHOUT WARRANTY OF ANY KIND.

2. WARRANTY. TURBOSQUID, INC. MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED IN CONJUNCTION WITH ANY CONTENT PUBLISHED AT TURBOSQUID. TURBOSQUID, INC WILL NOT BE LIABLE TO A VENDOR, MEMBER OR ANY OTHER THIRD PARTY CLAIMING THROUGH IT FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO THE USE OF EITHER THE TURBOSQUID CONTENT INCLUDED ON THIS DVD, WHETHER FRAMED AS A BREACH OF WARRANTY, IN TORT, CONTRACT, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS TURBOSQUID, INC FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF THE SUBMISSION OF CONTENT FOR THIS DVD.

3. Choice of Law. This agreement will be governed by Louisiana law, excluding conflict of law principles. Any action or proceeding arising out of or related to this agreement must be brought in a state or Federal court located in Orleans Parish, Louisiana, and both parties irrevocably submit to the exclusive jurisdiction of such courts. All notices, requests and other communications under this agreement must be in writing (e-mail messages shall be deemed writings).

4. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and delivered by mail or electronic mail.

TurboSquid, Inc.
c/o Customer Support
400 Poydras Street, Suite 1500
New Orleans, LA 70130 USA
membership@turbosquid.com

5. Agreement Subject to Change. TurboSquid, Inc. reserves the right to change the terms of this agreement with or without notice at any time.