Textures.com is a website that offers a library of different sorts of content, such as digital pictures, 3D scans and PBR materials (the "**Content**").

Access to the contents of the library (the "**Service**") is offered by the company CGTextures B.V. ("**Textures.com**"). Textures.com has its office in Rijsbergen (The Netherlands) and is registered with the Chamber of Commerce under number 89325079.

The following Terms and Conditions apply to all offers and agreements and your use of the Service, unless expressly agreed otherwise in writing. Any terms used by you are not applicable.

Article 1. Registration and use of your Account

1.1 To be able to access and use the Service or certain parts thereof, you are required to register for an account. Accounts are for personal use only. Sale, transfer, lease, assignment, or redistribution of the account, or any rights to access and use the services provided under this agreement to a third party, is strictly prohibited unless expressly permitted in writing by Textures.com. Some users are offered access through a whitelisted IP address, meaning they have access to account specific features without having to log in.

1.2 You must secure access to your account against third parties. In particular you must keep the password strictly confidential. Textures.com may assume that all actions undertaken from your account (or whitelisted IP address) are authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Textures.com that someone else knows your password.

1.3 As soon as you become aware or have a reason to assume that the account has been accessed by an unauthorised third party or is otherwise compromised, you must inform Textures.com thereof without undue delay, notwithstanding your obligations to take immediate effective measures, such as changing your login credentials.

Article 2. Premium Access

2.1 If you have an account, you can access the Service and download Content in exchange for Premium credits.

2.2 You may purchase premium credits through a subscription ("Premium Access Subscription"), which provides access for a specified period and to certain types of content.

2.3 With a Premium Access Subscription, your account will regularly be complemented with a certain amount of premium credits. Subscriptions are available in various types (e.g., Indie, Studio, Corporate) and lengths (e.g., 3 – 6 months, annually). Unless indicated otherwise, any unused Premium Credits do not roll over to the next month. The exact details and applicable terms of the available Premium Access subscriptions can be found in the offer (on the website) of Textures.com.

2.4 If you have not made any Premium Credit purchase, downloads fall under the Indie license with an annual revenue or funding limit of $150k USD.

Article 3. Restrictions on Premium Access Sharing

3.1 Premium Access is non-transferable, and the use of Premium Access is permitted for a single entity and at one studio or physical location at a certain time. It is prohibited to grant other companies access to your Premium Access account. Your (freelance) subcontractors are allowed to use your Premium Access account on your behalf when they are located at your main business location. They are not allowed to use the Premium Access account from any other location. Remote workers are allowed to use Premium Access from home or other locations, provided they are in full-time employment of your company.

Article 4. Re-Downloads

4.1 For Content purchased with a Premium Access Subscription, re-downloading the same Content is free for a period of 2 years after the purchase of the Content has been made and while the user has an active Subscription.

Article 5. Compensation and Payment

5.1 For the use of certain premium Services, you shall be charged a compensation. Prices are exclusive of all (local) taxes, duties and other government charges as may be applicable.

5.2 All prices are stated in either EUR or USD and may be converted to your local currency at the time of payment. You are responsible for any costs resulting from exchange rates or foreign transactions. Payment can be made by credit card, by PayPal, or as explained further on the Website.

Article 6. Use of Content

6.1 Content downloaded using may be used for personal and commercial use (provided the use is in compliance with these terms and conditions). Content may be modified to suit your needs.

6.2 You are permitted to:

(a) use Content in 2D or 3D computer graphics, website design, advertising banners, movies, television shows and printed media;

(b) incorporate the Content in computer games and 3D models and 3D scenes;

(c) Sell or distribute 3D models bundled with modified versions of the Content, provided that only Regular Photos (as indicated on the download page) are included. You must include the following text in the documentation accompanying the model:

"One or more textures on this 3D model have been created with photographs from Textures. These photographs may not be redistributed by default; please visit www.Textures.com for more information."

For the avoidance of doubt, Special Content (such as Substance .sbsar or .sbs files, PBR Materials, HDR Skydomes, HDR Panoramas, 3D Scans, 3D Scanned Objects, 3D Ornaments, 3D Foliage, Atlas Scans, and 3D Brushes, or as indicated on the download page) may **not** be bundled with models.

(d) for scrapbooking work, but only if you are the end-user of the work. Resale of the Content as scrapbooking packs, scrapbooking papers, templates, etc, is explicitly forbidden (even when the Content is modified).

(e) have any of the uses described in 6.2(a) to 6.2(d) carried out by an AI-agent or other automated tool acting on your behalf. All actions of such an agent are deemed to be your actions, and you are responsible for them. You may only provide Content to AI-services that do not use it to train or improve their models.

6.3 You are **not** permitted to:

(a) sell or distribute any Content (modified or not) by themselves or in a texture pack, material, shader, scale modelling papers (pre-printed or digital), scrapbooking pack;

(b) use Content in graphic design themes or templates sold to multiple customers on digital marketplaces (this includes stock photography, clipart, templates for websites, business cards and e-cards);

(c) sell or distribute our Special Content by itself, bundled with a standalone art asset or a 3D scene. Our Special Content includes (but is not limited) to Substance .sbsar or .sbs files, PBR Materials (as a set or as individual maps), 3D Scans, Atlas Sheets, 3D Scanned Objects, 3D Foliage, 3D Ornaments, 3D Brushes, HDR Skydomes or HDR Panoramas. Whether content is considered Special Content is indicated on the download page;

(d) use the Content for creating products sold via 'print on demand' websites (for example print on demand mugs, T-shirts, mouse mats, etc);

(e) sell or distribute skins for laptops, phones and other devices created with Content from the Website;

(f) use the Content to print wallpaper, fabrics or vinyl wraps (with the exception of private or one-off use);

(g) bundle Content with software such as paint programs, plugins, 3D engines, 3D programs or photo-kiosk software;

(h) use the content to create marketing materials for competing products or services, including - without limitation – marketing materials for texture libraries, material libraries and/or material creation software;

(i) use the Content to train, fine-tune, or otherwise develop or improve any artificial intelligence system, machine learning model, neural network or image recognition system, or allow any third party to do so;

(j) use the Content in connection in connection with non-fungible tokens (NFTs);

(k) release the Content or derivative products with Content under Open Source Licences;

(l) use Content in Second Life, Sansar or any other Linden Lab product or service;

(m) use Content for any purpose that violates Dutch or other applicable law or regulation;

(n) Bulk downloading or scraping; use a program, script or AI-agent to systematically or bulk download or scrape Content, previews or other material from the website, or to download more Content than you need for your own projects;

(o) interfere with the security or otherwise abuse, disrupt, place excessive loads on, or attempt to gain unauthorised access to the Website or any system resources or networks connected to this website.

Article 7. Intellectual Property Rights and License

7.1 All intellectual property rights to all Content belong solely to Textures.com or its licensors. In consideration for receiving any amounts owed, you will be given a right of use that is non-exclusive and non-transferable and under the competencies explicitly granted under these terms and conditions or otherwise. The foregoing license is non-sublicensable, with the sole exception that you may sublicense the Content to a third party that uses the Content as part of the works you delivered to such third party and provided that such use complies with the requirements set forth in Article 6 of these terms and conditions. For instance, this shall apply to the Content that you incorporate in a project (e.g. a movie poster) which will be published and distributed by your customer (the third party).

7.2 Some Content contains man-made graphic materials such as wallpaper patterns, logos, brand names or signs. Even though the intellectual property rights in the Content 'as is' belongs to Textures.com or its licensors, *certain* usage of this Content may breach third party rights or may otherwise not be permitted. The use Content in which such material is incorporated is at your own discretion and for your own risk and responsibility.

Article 8. Warranty

8.1 If Textures.com has explicitly provided an "IP-Warranty" for certain Content, Textures.com thereby represents and warrants that it has the rights in and to the Content to grant the usage rights as set out these terms, and that such use will not infringe any third party intellectual property rights. To check whether Textures.com has provided an IP-Warranty, please check your account and the specific Content-pages on the Website.

Article 9. Liability

9.1 The total liability of Textures.com to you due to attributable failure to perform the agreement or otherwise is limited to compensation not exceeding the amount paid by you in the twelve months prior to the moment the cause of the damage occurred. The foregoing limitations, shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9.2 In no event shall Textures.com be liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption, loss of business information, loss of data, or any other pecuniary loss in connection with any claim, damage or other proceeding arising under this agreement, including - without limitation - your use of, reliance upon, access to the website, the Content or any part thereof, or any rights granted to you hereunder, even if you have been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

9.3 Any right to claim compensation is at all times subject to the condition that you notify Textures.com of the loss and/or damage in writing within no more than two months of its discovery.

9.4 Any limitation or exclusion of liability stipulated in the agreement shall not apply in the event that the loss and/or damage is attributable to willful misconduct or deliberate recklessness on the part of Textures.com

9.5 In case of force majeure, Textures.com is never required to compensate for damages suffered by you. Force majeure includes, among other things, the disruption or unavailability of the internet, telecommunications infrastructure, power interruptions, riots, strikes, company disruptions, interruptions in supply, fires and floods.

9.6 You shall indemnify and hold Textures.com harmless from and against any and all claims arising out of or in connection with this agreement including any use of the Content by you that is prohibited under the conditions set out in the agreement.

Article 10. Non-Competition

10.1 You will not use Content to develop or sell products or services that are comparable to the service or the platform belonging to Textures.com

10.2 In the event of a breach of the provision of Article 10.1, you will owe Textures.com an immediately due and payable penalty of EUR 10,000.00 per established breach without further notice of default being required, and will further owe Textures.com an immediately due and payable penalty of EUR 500.00 for each day that the breach continues, without prejudice to the right to demand full compensation.

Article 11. Privacy

11.1 Textures.com respects your privacy and personal data. We do not disclose your personal data to third parties unless we are thereto required by law. No electronic newsletters or offers will be sent to you without your prior consent. Any information submitted by you will be used solely for the purpose of completing the transaction, delivering the Service and addressing any customer service issues. In our privacy statement, we will explain which personal data we process and for which purposes.

Article 12. Changes to terms and conditions

12.1 Textures.com may change these Terms and Conditions as well as any prices at any time.

12.2 Textures.com shall announce changes or additions through the Service or on the Website.

12.3 The adjusted terms will take effect immediately for free accounts and new purchases. For Premium Access Subscriptions, the terms will take effect after the first renewal. For Premium Access accounts with an active Credit packs (whether or not in combination with a Subscription), the terms will take effect after thirty (30) days after the announcement as mentioned in Article 12.2.

12.4 If you do not want to accept a change or addition, you can terminate the agreement when the changes take effect. Use of the Service after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 13. Duration and Termination

13.1 A Premium Access Subscription commences upon the date of conclusion of the agreement and will remain in force for the duration set out in the agreement. If you have chosen a recurring subscription, the subscription will automatically renew with successive terms equal to the initial term. Each party may terminate a subscription in writing or via electronic means by the end of the initial or renewed term. A subscription may not be terminated mid-term.

13.2 Upon the end of a Premium Access Subscription, due to termination or otherwise, the unused credits will expire and your account will be automatically converted into a free account. You do not get a refund for any unused credits. You can no longer re-download

13.3 You can delete your account at any time through your account settings. If you would like to delete a Premium Access account, please contact us. Note that deleting your account is *irrevocable* and will not relieve you of any existing (payment) obligations, for example due to an active Premium Access Subscription.

13.4 Textures.com may terminate any agreement at any time with due observance of a notice period of one (1) month. In such case, Textures.com may provide you with a refund if you have any unused premium credits and/or time remaining on your Premium Access Subscription.

13.5 Textures.com is entitled to temporarily block or terminate your account without prior notice in the event of a breach by you of these terms and conditions. Textures.com is not liable for any damage you may suffer as a result such actions.

Article 14. Effect of Termination

14.1 Upon the end of the agreement you will remain entitled to continue to exploit any Content that was already downloaded, modified and/or incorporated into any of your products and to distribute those products - provided that any of such use remains compliant with the terms of use set out in Article 6. Furthermore, end users will remain entitled to continue to use any of your products with the Content incorporated.

Article 15. Miscellaneous

15.1 The agreement is governed by Dutch law. If the Customer is a natural person not acting in a professional or business capacity, this choice of law will not affect the protection which the Customer enjoys under the mandatory law of his or her place of residence.

15.2 Insofar as not dictated otherwise by mandatory law, any disputes arising from the agreement will be submitted to the Dutch court in Rotterdam.

15.3 The term ‘written’ or ‘in writing’ in these General Terms and Conditions also refers to communication by email and fax, provided that the sender’s identity and the integrity of the email message have been sufficiently established.

15.4 The version of any communication of information as recorded by Textures.com shall be deemed to be authentic, unless you supply proof to the contrary.

15.5 In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

15.6 Textures.com is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Textures.com or the associated business activities.

Contact

Feel free to email any questions regarding these terms and conditions or any other questions about Textures to support@textures.com. Correspondence can be in English, Dutch or Polish.