

TERMS OF MEMBERSHIP AND USE AGREEMENT

This Agreement between

a) (known hereinafter as the Member) of the one part,

and

b) Grunge Texture Reference (trading as www.grungetexturereference.com, Texture Reference & Modeling Reference for Digital Artists), of 1232 Wilkinson Road, Comox, BC, Canada, V9M 4B8 (known hereinafter as the Licensor) of the other part.

1. LICENSE

1.1 On payment of the License Fee (this being found at www.grungetexturereference.com, which may change from time to time), the Licensor grants to the Member a perpetual, worldwide, non-exclusive, assignable, transferable, sub-licensable, royalty free license to use the Products (these being hi-resolution photo files found at www.grungetexturereference.com) and to adapt and modify them in any way the Member so wishes for the purposes given in Clause 1.3.

1.2 The Products are only licensed to the Member and are not sold.

1.3 The Products may only be used by the Member for the following purposes:

- (a) Personal or commercial use;
- (b) 3D or 2D art;
- (c) Inclusion in Computer or video games;
- (d) Textures and/or 3D models.

1.4 The Member is not permitted under any circumstances to:

- (a) Provide any free download of the Products in any web site or electronic devices.
- (b) To resell the Product itself.

2. PAYMENT

2.1 The Member will pay a License Fee to the Licensor for the License provided.

2.2 The Licensor will not be entitled to any further payments other than the License Fee from the Member regardless of how the Products are used (in accordance with Clause 1.3).

3. WARRANTIES

3.1 The Licensor warrants and undertakes to the Member that:

- (a) it has the right to enter into and perform this Agreement and to grant this License;
- (b) the Products and service provided do not infringe the Intellectual Property Rights of any third party.

3.2 The Licensor shall indemnify (and shall keep fully indemnified) the Member from and against all costs, losses, expenses and damages (including reasonable legal fees) arising out of or in connection with any claim or claims that results in a breach by the Licensor of any of the warranties set out in Clause 3.1.

3.3 The Member warrants and undertakes to the Licensor that:

- (a) it has the right to enter into and perform this Agreement.

3.4 The Member shall indemnify (and shall keep fully indemnified) the Licensor from and against all costs, losses, expenses and damages (including reasonable legal fees) arising out of or in connection with any claim or claims that results in a breach by the Member of any of the warranties set out in Clause 3.3.

4. GENERAL

4.1 This Agreement is governed by the laws of Canada and subject to the jurisdiction of the Canadian courts.

4.2 Both parties shall keep confidential the terms of this Agreement unless otherwise agreed in writing.

4.3 The Member and Licensor are independent contractors and nothing in this Agreement will be deemed to place the parties in the relationship of principal agent, partners of joint ventures.

4.4 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement. It shall not affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

4.5 The parties agree and intend to be bound by this Agreement.

The Member:

Signed: _____ Dated: _____

The Licensor: www.grungetexturereference.com **Grunge Texture Reference**

Signed: Kathleen Fletcher Dated: _____