FEMALE OTTEROO BASE PACK

Notes from the creator:

Thank you so much for considering this model for purchase. Countless hours have been dedicated to the creation of the Ottaroos and I greatly appreciate your interest in our community. I will be available to help with very limited edits on these models and I invite you to join our Discord at your convenience. If you have any questions, please feel free to contact me or my administrator Mariah (Asmarine). We can be reached via the following:

Ralpel2004@gmail.com - General inquiries and information about the models.

Mariah@AnthroBrand.com - General inquiries about AnthroBrand and their services.

<u>Asmarine@Ottaroo.com</u> - General inquiries about the Ottaroo community and lore.

TERMS AND CONDITIONS

1. **DEFINITIONS**

"Ottaroo" shall mean the original content that is the custom species created by Reign-04

"Base Pack", "3D Models", "Assets" shall mean all 3D and 2D assets associated with the creation of this product

"We", "Our", "Creator" shall mean Reign-04 and his authorized agents.

"You" shall mean the purchaser of this product.

2. TERMS OF USE

BY PURCHASING THIS 3D MODEL PACK, YOU AGREE TO BE BOUND BY THE TERMS SET BELOW. ANY VIOLATION OF THESE TERMS CAN RESULT IN LOSS OF YOUR RIGHT TO USE THE MODELS, ANY OF THE ASSETS CONTAINED THEREIN, AND LEGAL RECOURSE FOR ANY POTENTIAL DAMAGES.

3. LICENSING AGREEMENT

This pack contains five 3D models for your **personal use only**. While these models can be edited via color and texture modifications, at no time should you consider any asset to belong to you. These models are for private use only and are subject to commercial use licensing fees and other restrictions. Should you desire to use these models in a commercial capacity, such as online advertising, you must first reach out to Reign-04 at Ralpel2004@Gmail.com.

4. PRIVACY

We do not collect any user information beyond what is necessary for your purchase. You may, at your sole discretion, choose to provide us with more information such as your Discord tag, email address, and VRChat handle if you wish to engage in the Ottaroo online community.

5. <u>COPYRIGHT</u>

We retain all copyrights to the 2D and 3D assets that were used to create these models. At no point will any edits to color, texture or otherwise, of the original assets transfer copyright to you.

This includes:

- A. Recolor of the base model
- B. Retexture of the base model
- C. Recolor of any asset attached to the base model (hair color, fur color, etc.)
- D. Recolor of any asset included in this base pack (clothing, accessories, etc.)
- E. Edits, in any other capacity, to the assets included in this base pack

If, at any time, we receive notice of copyright infringement, we will act to protect our rights as the original creators of these models. In the event that you feel we have infringed on your copyright, please contact Reign-04 at Ralpel2004@Gmail.com.

6. DERIVATIVE WORKS

A derivative work is a work based on or derived from one or more already existing works; and the unauthorized adaptation of a work may constitute copyright infringement. For example, creating assets with a different shape but in a way that directly mimics the original Ottaroo asset could constitute copyright infringement. Any new assets created that are "inspired by" or "referenced", with obvious influence from the original model's

design, shall not be sold without written permission from Reign-04. Any Derivative Works sold without permission shall be subject to licensing and additional fees, depending on the volume sold. As the original creator of the Ottaroo species and the assets used therein, we reserve all rights and privileges granted under Copyright law.

7. **INDEMNITY**

You agree to defend, indemnify, and hold harmless the creator and his authorized agents from and against any and all claims, damages, obligations, losses, liabilities, cost or debt, and expenses arising from (i) your use of this model, (ii) your violation of these terms, (iii) your violation of any other laws, and (iv) your personal online conduct.

8. WARRANTY, DISCLAIMER, AND LIMITATION OF LIABILITY

THIS MODEL IS MADE AVAILABLE "AS-IS": YOU UNDERSTAND AND AGREE THAT THESE MODELS ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OF THE FUNCTIONALITY AND LONG-TERM USE OF THESE MODELS. WE MAKE NO CLAIMS AS TO THE EASE OF USE OF THESE ASSETS AND ADVISE ALL PURCHASERS TO ENSURE THEY UNDERSTAND THE SOFTWARE REQUIRED TO USE THEM. YOU RELEASE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CREATOR AND HIS AUTHORIZED AGENTS FROM ALL RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL OR CONSEQUENTIAL), OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF IN ANY WAY CONNECTED WITH YOUR USE OF THE MODEL.

9. EXPLICIT RIGHTS OF USE

Upon purchasing this pack you are granted use for the following, explicit functions:

- A. Use the avatar for streaming, YouTube videos, etc.
- B. Edit the avatar outside its default configuration for personal use only
- C. Sell retexture or mesh edits under the following conditions:
 - i. Both parties must own the model
 - ii. The edits must not take away from the overall identity of the model
 - iii. The edits must not remove or replace any defining features

10. EXPLICIT RESTRICTIONS

The following actions are explicitly prohibited:

- A. Redistributing or reselling any assets included in this package
- B. Distributing or selling the assets in any derivative work
- C. Printing physical merchandise of any assets contained in this pack
- D. Using any assets contained in this pack for commercial purposes
- E. Distributing any assets that take away from the Ottaroo identity (i.e. turning the avatar into any other species by means of replacing the ears, tail, legs, or any other defining feature)
- F. Copying the assets to use on other 3D models that are not part of this base pack
 - G. Copying the assets to add to another 3D model that is currently being sold

11. <u>TERMINATION</u>

You may choose to stop using the model at any time without informing us. The creator or his authorized agents may make changes and updates to the assets at any time without informing you. At any time, the creator may elect to discontinue the models and stop providing services to you. We may terminate your use of the models at any time, without notice and liability for any reason if we suspect you have violated any part of these Terms.

12. REFUNDS

DUE TO THE NATURE OF ONLINE DISTRIBUTION OF ASSETS, REFUNDS WILL NOT BE ISSUED FOR ANY REASON.

13. **EFFECTIVE DATE**

These terms are effective as of 1/7/2023 and may be updated from time to time without prior notice.

These terms were authored by AnthroBrand.com, an authorized agent of Reign-04.