

MATTE PAINT TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

1.1 Thank you for using our website located at www.MattePaint.com ('**Platform**'). The Platform is operated by Matte Paint Pty Ltd ('**Matte Paint**') under the following terms of service ('**Terms**') with:

- (a) various licences to access an asset library according to the Subscription tier purchased; and
- (b) a one-time-fee Perpetual Licence that permits use of specifically identified Assets within an agreed scope; and
- (c) a licence to join the Matte Paint Academy for online courses.

1.2 This is a licence and not a sale and Matte Paint continues to own the Assets. These Terms cover the following types of licence permissions for the use of our Assets:

- (a) Matte Paint Personal Licence (*non-commercial*)
- (b) Matte Paint Commercial Licence
- (c) Matte Paint Global Licence
- (d) Matte Paint Perpetual Licence

The rights and restrictions that apply to each Licence are set out in [Section 4](#).

1.3 A Personal Licence may be purchased by a private individual, independent contractor, or freelancer, provided:

- (a) they are obtaining the licence in their own personal capacity - i.e., not on behalf of their employer or any other business entity - and will not use the Assets in work performed for, delivered to, or funded by any employer or entity;
- (b) their business has no more than two individuals (including themselves);
- (c) they use the licence on a single device in one geographical location;
- (d) the project or production is not commissioned, funded or intended for a client or entity with annual revenue over USD\$1,000,000 ('**Revenue Cap**') and the total production budget or anticipated commercial return is below USD\$200,000 ('**Project Cap**');
- (e) they comply with the additional Personal-Licence restrictions set out in Section 4.4, which prevails in the event of any inconsistency.

Any use that fails to satisfy all of the above requires a Commercial, Global, or Perpetual Licence (see Sections 4.5 - 4.7).

1.4 The following also apply to your use of the Platform and Subscription:

- (a) If you downgrade your Subscription to a lower tier, any accumulated Credits above the maximum cap of the new plan will automatically expire at the time of downgrade. Expired or excess Credits will not be carried over, refunded or reinstated.

- (b) If we reasonably believe that your use of Credits is excessive, manipulative, or intended to circumvent renewal limits, we may restrict or limit Credit usage at our discretion to maintain fair access for all users.

- 1.5** Access to the Platform and the Assets is granted when you register for a member account with Matte Paint and accept our Terms and our Privacy Policy. You agree to be bound by these Terms and the Matte Paint Privacy Policy.
- 1.6** Please read these Terms carefully. These Terms govern and apply to all and any use, access and availability of the products and services including the Assets under any type of licence made available to you on the Platform (collectively, the ‘**Service**’). If you do not agree to these Terms, then you must not use the Platform.
- 1.7** We may amend the Terms at any time to reflect changes in our industry, the law and industry standards, and by continuing to use the Platform, you accept the Terms as they apply from time to time.

2. DEFINITIONS

Unless the context requires otherwise, the following definitions apply in these Terms and the singular includes the plural and vice versa.

Account means a member account to the Platform.

Artificial Intelligence or Machine Learning system (“AI System”) means any system, model, algorithm or process that is designed to learn from data or patterns, or that can generate, analyse, predict, transform, classify or make decisions based on input data. This includes but is not limited to generative models, recommendation systems, classifiers and large language models.

AI/ML Use means any use of a Matte Paint Asset, or any data, representation, feature, embedding, metadata or derivative based on a Matte Paint Asset, for research, development, training, fine-tuning, validation, testing, benchmarking or operation of any AI System, whether or not the Asset is recognisable in the output. This includes use as direct input, reference material, part of a dataset, or as a prompt or guide in the generation of new content by an AI System.

Assets means the Matte Paint assets and includes any literary, dramatic, visual, musical or artistic material offered for supply on the Platform including without limitation films, photographs, sound recordings, pictures, graphic assets, 3D Models, photogrammetry, publications or images.

Billing Period means the period applicable to the Subscription purchased through the Platform whether monthly, annual or a custom plan.

Business Entity means an organisation, business (including contractors and freelancers), company, studio or other legal entity who uses the Assets for Commercial use rather than Non-Commercial Use.

Claim means in relation to a party, a demand, claim, action or proceeding made or brought by or against that party, however, arising and whether present, unascertained, future or contingent.

Commercial Use means any activity in which the Assets (including any product or service associated with those Assets) are used by a Business Entity including a contractor, freelancer, company, studio or other legal entity.

Consequential Loss means Loss of revenue, of profits, loss of wages, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment, loss of opportunity or expectation loss, loss in relation to taxation or other punitive actions by a regulator, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.

Creation means a completed Transformative Copyright Work created by a Member that contains one or more Matte Paint Assets. To qualify as a Creation, the work must include material, non-trivial modification of the Asset that cannot reasonably be reverse-engineered or isolated back to its original form. Whether a work meets this standard will be determined at Matte Paint's sole discretion.

Credits means credits allocated to your Account for a monthly or annual plan when you purchase a Subscription tier through the Platform which are subject to the Credit Validity Period.

Credit Pools means the aggregate sum of unused Credits allocated to a Member through a Subscription in accordance with the Subscription tiers published on the Platform. Each Credit in the pool has a predefined Credit Validity Period and expires if not used within this period.

Credit Validity Period means the predefined period for which Credits are valid according to the Subscription tier purchased and published on the Platform from time to time after which the Credits will expire if not used within the allocated specific period of validity.

Force Majeure Events means an event beyond the reasonable control of a party including as a result of fire, flood, earthquake or other act of God, strike or other industrial action, civil commotion, act of terrorism, war, unavailability of material, malicious damage including the acts of hackers, a serious health crisis or pandemic.

Geo Pricing means that the pricing for the Fees to purchase the Service is based on geographical location.

Geographical Area means the territory within 100km (60 miles) of the location (address) of the Business Entity which purchased the Subscription.

GST means goods and services tax in Australia as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

HDRI means High Dynamic Range Image.

Insolvency Event means when a person or business is insolvent, under administration, having a controller appointed over any of their assets, obtaining protection from creditors under any applicable Law, ceasing or threatening to cease all or a substantial part of their business or anything analogous or having a substantially similar effect to any of these events.

Intellectual Property means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, circuit layouts, domain names, knowhow and other rights of a similar nature worldwide, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

Laws means all applicable statutes, acts, rules, regulations and by-laws current in the relevant jurisdictions together with all amendments and replacing laws.

Liability means any debt, obligation, cost (including legal costs, deductibles or increased premiums), expense, Loss, damage, compensation, charge or Liability of any kind, including those arising from third party Claims, those that are prospective or contingent and those the amount of which is not ascertained or ascertainable, and whether arising under breach of contract, in tort (including negligence), restitution, pursuant to statute or otherwise at law or in equity.

Loss means any cost, expense, loss, damage or Liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained or unascertained, actual, prospective or contingent, or any fine or penalty and includes legal costs.

Non-Commercial Use means any activity in which the Assets (including any product or service associated with those Assets) are used by an individual or freelancer, or by a business with no more than two people (including the owner), at a single site. Use by any organisation or business with more than two individuals, or by an educational or training institution, is not considered Non-Commercial Use.

NFT means non-fungible tokens and refers to digital files that hold a unique identity that is verified on a blockchain.

Re-Download or Redownloading means any action of downloading a Assets which was previously purchased through an active Subscription.

Renewal Period means the payment period subsequent to an initial Billing Period which may include any permitted variation in accordance with these Terms.

Site means one studio in one geographical place.

Social Media means any website or application that enables users to create and share content or participate in social networking on the Internet.

Site Users means authorised single user or multiple users that are all located at the same geographical Site and have been granted permission by Matte Paint to access the Platform and applicable Assets through the purchase of the applicable licence.

Subscription means the monthly, annual or custom plan selected or made available (details and the features of each tier available are published on the Platform) and purchased in consideration of payment of the fees advertised on the Platform, or as provided in a custom quote in accordance with these Terms

Term means the period of time that Member holds an active account according to these Terms.

Transformative Copyright Work means your creative work that makes use of and incorporates one or more Assets where you apply your skill and effort to create a new work in which original copyright will automatically apply. For the avoidance of doubt, to be a Transformative Copyright Work, a new work must be created. The replication of an Asset in its original form or substantially in its original form is not a Transformative Copyright Work.

Whitelisted IP Address or IPs means restricting login access to a specific list of IP addresses authorised (whitelisted) by Matte Paint.

Vendor means a VFX studio or any creative outfit that delivers entertainment services such as visual effects, film, gaming, music or other types of media.

VPN means a Virtual Private Network to give online privacy and anonymity or to fake an online location.

Platform means MattePaint.com.

3. ACCOUNT REGISTRATION

3.1 Accessing the Service

To obtain access to the Assets on the Platform, you must register for an Account with Matte Paint. By registering for an Account, you will be required to accept the Terms and the Matte Paint [Privacy Policy](#) by clicking “**I accept**” in the user interface as a condition of joining as a member (**Member**). Any reference to “you”, or “your” in these Terms means you as a Member of the Platform.

3.2 Subscriptions

- (a) You acknowledge that we offer different types of licences and Subscriptions in relation to the supply of the Service, and it is your sole responsibility to review and evaluate your individual or business situation to determine which type is appropriate for you or your business.
- (b) You must select your Billing Period at the time of purchase. Your Billing Period will be charged at the time of registration and at the beginning of each subsequent renewal (‘Renewal Period’).
- (c) This agreement shall otherwise automatically renew based on your Billing Period unless you notify us of your intent not to renew within 30 days of and at least 48 hours prior to the expiration of the current Billing Period.
- (d) Where you inform us that you do not wish to renew your Subscription in accordance with these Terms, the cancellation will take effect at the end of the last day of your current applicable Billing Period.
- (e) We may elect at our sole discretion not to renew your Subscription. Where we elect not to renew your membership, we will notify you before the last day of your current Subscription.

3.3 Term

The Term for an Account begins when you purchase a Subscription and continues until your Billing Period ends or is terminated in accordance with these Terms. The term of any licence granted under these Terms is strictly limited to the duration of your active and fully paid Subscription. You are only authorised to use the Assets while your Account remains current and compliant with the applicable licence tier.

Upon expiration, suspension, downgrade, or termination of your Subscription, all rights to access and use the Assets immediately cease unless otherwise expressly provided in these Terms. You may only continue using Creations that were fully completed during your active Subscription and that meet the definition of a Transformative Copyright Work, subject to the additional conditions and limitations set out in Section 10. You must not continue working on any file, project, scene, or output that includes Matte Paint Assets once your Subscription ends unless:

- (a) the work was exported as a Completed Creation that qualifies as a Transformative Copyright Work before the end of your Subscription; or
- (b) you hold a written Perpetual Licence that expressly covers the specific Assets incorporated in that work.

3.4 Registration Data

- (a) As part of the registration process for membership, and as a condition of your access to the Assets, you may create only one (1) Account and must provide current, complete and accurate identification, and other information required during the registration process, including but not limited to:
- a valid email address;
 - preferred username;
 - the geographical location of your Site; and
 - a password.

(‘Registration Data’)

- (b) You consent to the collection, use, processing and storage of your personal information including cross-border transfers in accordance with our Privacy Policy and you agree that you are responsible for complying with all applicable Laws including privacy and data protection Laws related to personal information that you provide to us in connection with your use of the Platform and the Service.
- (c) You warrant that any information you provide to use through the Registration Data or otherwise reasonably requested by us from you is accurate and complete in all respects. e You must not provide us with false or misleading information with the purpose of altering your Account plan and/or our pricing for the Service.
- (d) You warrant that you are of legal age of consent in the jurisdiction you reside or activate your membership to the Matte Paint platform.
- (e) Once you have completed the registration process, you will be a registered Member bound by the Terms to form an agreement with us. If your contact information changes, you must promptly update the Account information to reflect those changes.
- (f) We reserve the right to reject any new Account in our absolute discretion. If we decline a paid Account after a payment for the paid Account has been processed, we will refund the payment in full.
- (g) This Account is for Member's use only in accordance with these Terms and any rights to access and use the Service provided by the Platform is strictly prohibited unless otherwise authorised under your licence.
- (h) You are solely responsible for keeping any usernames and passwords associated with your Account for the Service secure and the use of your Account irrespective of who is using it even if it is used without your permission. You assume full risk and are liable for any unauthorised use of or access to your Account and it is your responsibility to secure your login credentials or change them if there has been any compromised access or unauthorised use.

3.5 Member responsibilities.

- (a) The Registration Data you provide for accessing the Assets is personal to you and you are responsible for maintaining the confidentiality of your Registration Data. Each Member is entirely responsible for any activities conducted through an Account. If you think your Registration Data or Account has been compromised in any way you should inform us immediately.
- (b) Some Members are offered access to the Service through Whitelisted IP Addresses. All activities undertaken through a Whitelisted IP Address shall be deemed to have been performed or authorised by the Member.

- (c) As we may use Geo Pricing you must not use a VPN or any other similar technological device or software to bypass these Terms including to circumvent the Fees by faking your geographical location to pay lower Fees.
- (d) We are not obliged to confirm the identity of Platform users including any Members and nor are we obliged to verify the accuracy or currency of your Registration Data. You accept that we cannot be held responsible for any improper use of your Registration Data and Account or use thereof by any third party.
- (e) You will be responsible for ensuring that any person you designate as a user in accordance with these Terms complies with these Terms and we reserve the right to suspend or terminate your Account and access to that user for breach of these Terms.
- (f) Your access to and use of the Assets on the Platform is non-transferable, and you agree that you must not sell, distribute or transfer Assets or in any other way grant access to the Platform to any third party or more users than your Subscription permits.
- (g) You will use the Assets only for purposes permitted by these Terms and not misuse your Subscription in breach of these Terms or try to circumvent Matte Paint's limitations on your Subscription tier.
- (h) You may not reproduce, use, or include any Asset, or any part, modification, or derivative of it, in any dataset, training process, research, or workflow intended to develop, train, fine-tune, validate, test, or benchmark any artificial intelligence or machine learning system. This includes using Assets as input data, reference material, prompts, or source content for algorithmic or model-based generation, regardless of whether the resulting output directly replicates the Asset.
- (i) You shall ensure that when using any technology, software, or cloud services to create, process, or store Assets or Creations, such services do not acquire any rights or permissions to use the Assets or Creations to train AI/ML technologies or generate new content.
- (j) You will abide by any applicable Law, regulation or generally accepted practices or guidelines regulating any supply on the Platform in the applicable jurisdictions.

3.6 Warranty

Member represents and warrants that:

- (a) it has full power to enter into and perform its obligations under these Terms and has taken all necessary corporate and other action to approve and authorise the transactions contemplated by these Terms;
- (b) any information that you submit to us is true, accurate and current;
- (c) these Terms constitutes valid and binding obligations of Member and are enforceable in accordance with this agreement;
- (d) all relevant consents (if any) to its entering into this agreement have been obtained and neither the entering into nor the performance by it of its obligations under this agreement will constitute or result in any breach of any contractual or legal restriction binding on it or on its assets or undertaking;
- (e) it owns or has the right to use or publish any material on or through the Platform and that such use does not infringe any Laws or the Intellectual Property of any other party;
- (f) its use of the Service is subject to compliance with United States and other applicable country export control and trade sanctions Laws; and
- (g) it is not subject to an Insolvency Event.

3.7 Suspension / Termination

We reserve the right to suspend or terminate your Account or otherwise deny you access to the Service at any time for breach or suspected breach of these Terms. If a Member's Account shows signs of fraud, abuse or suspicious activity or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, out-of-date or incomplete, we may suspend, cancel or edit the Member's Account.

3.8 Compliance Verification and Audit

- (a) Matte Paint reserves the right to verify that your use of the Assets complies with these Terms. If we reasonably suspect that you or your organisation have used Assets outside the scope of your licence, including after the expiry or termination of your Subscription, we may request evidence of compliance. This may include version history, project files, or other relevant documentation to confirm that Assets were not used in breach of these Terms.
- (b) You agree to cooperate in good faith with any such request. Matte Paint may request this information for up to 24 months after your Subscription ends. This period may be extended where we have a reasonable basis to believe that the Assets have been used unlawfully or beyond the permitted licence term.
- (c) Unless non-compliance is found, any costs associated with compliance verification will be borne by Matte Paint. If a breach is discovered, Matte Paint may seek recovery of applicable fees, revoke any licences granted, and pursue any other remedies available under these Terms or applicable law.

4. LICENCES

4.1 Order

After registration as a Member, you can log into your Account and gain access to the Assets by purchasing a Subscription ('**Order**') for the types of licences set out below.

4.2 Licence Grant

- (a) By registering as a Member with an active and valid Subscription, we grant you a limited, non-exclusive, non-transferrable, non-sublicensable and revocable licence to electronically access and use the Platform and Assets in accordance with these Terms for the purpose of creating:
 - i. marketing, promotional, and advertising materials;
 - ii. internal presentation or decorative materials;
 - iii. digital productions such as websites, mobile advertising, mobile applications, e-publications (e.g., e-books, e-magazines, blogs);
 - iv. film and television productions;
 - v. interactive entertainment products; and
 - vi. personal or non-commercial materials.
- (b) These Terms do not constitute a sale or transfer of any of the Assets and, except as otherwise permitted in these Terms, you shall not use, post or upload the Assets or any version of it on any website or application that enables other people to create and share content or participate in social networking on the Internet.
- (c) The licence may be terminated at any time in our sole discretion if you use the Platform or the Service except as permitted by these Terms. This Licence terminates on the expiration or termination of this agreement with you.

- (d) You grant to Matte Paint, or to any third parties used by us to provide the Service, a non-exclusive, non-transferable, worldwide, and royalty free licence to use, disseminate, transmit and cache your Intellectual Property, content and any information provided or submitted by you in conjunction with the Service.

4.3 Types of Licences

You must only use Assets on the Platform that are included in your Subscription and available for each of the following types of licences:

- (a) Matte Paint Personal Licence – For use by private individuals or freelancers on a single machine or device in one geographical area, for Non-Commercial Use. The Personal Licence may not be used in any production or project that is funded, commissioned, or ultimately intended for use by a client, commissioning party, or production entity with annual revenue exceeding US\$1,000,000, irrespective of the individual's own turnover, or where the total production budget or anticipated commercial return of the project exceeds US\$200,000. By using a Personal Licence, you warrant that the project or production you are working on is not directly or indirectly connected to any client or organisation exceeding this threshold. Matte Paint reserves the right to request reasonable supporting information if it has grounds to believe that a project is in breach of this restriction.
- (b) Matte Paint Commercial Licence – For Commercial Use by a business entity at a single studio in one geographical area.
- (c) Matte Paint Global Licence – For Commercial Use by a business entity across multiple geographical locations.
- (d) Matte Paint Perpetual Licence – A one-time licence granted by Matte Paint that permits use of specifically identified Assets on a perpetual basis within the agreed scope and subject to prior written approval. A Perpetual Licence may be issued:
 - i. for Assets downloaded during an active Subscription; or
 - ii. under a separate one-off purchase or standalone licensing arrangement, without requiring an active Subscription, where expressly agreed in writing.

Each Perpetual Licence must include a written schedule identifying the licensed Assets and setting out the agreed scope of use, including (where applicable) the project name, intended duration, company or entity details, and any other usage limitations. The Perpetual Licence does not include access to the Platform, future Assets, updates, or any rights beyond those expressly granted in writing by Matte Paint.

The Matte Paint Personal Licence and the Matte Paint Commercial Licence must not be split over different geographical locations, and you must not use one licence or the Assets for multiple geographical locations. If you wish to use the licence and Assets in additional geographical locations, you must purchase an additional Subscription for each additional geographical location outside of the Geographical Area.

4.4 Matte Paint Personal Licence

The Matte Paint Personal Licence is for individuals, freelancers, or micro-business with no more than two people. It permits personal, academic, and limited commercial use at a single location on one machine or device in a single geographical area, subject to the conditions set out below.

If you have purchased a Matte Paint Personal Licence, you may use Assets in an unlimited number of personal, academic or commercial projects, provided that:

- (a) the total production budget or anticipated commercial return does not exceed USD\$200,000 ('**Project Cap**'), and
- (b) the client or commissioning entity, or production entity's annual revenue does not exceed USD\$1,000,000 ('**Revenue Cap**').

Permitted use - what you can do:

- (c) Personal or Academic Use (to use, reproduce, modify or display Assets), or
- (d) Commercial use on one machine or device in one geographic area by a single individual or a micro-business that meets the eligibility criteria above.

Non-permitted use - what you can't do:

- (e) No use on more than one machine or device
- (f) Cannot be shared among multiple individuals or freelancers
- (g) Not part of scope of work duties as an employee for an employer who does not meet the eligibility criteria set out above.
- (h) No use by an entity with two or more employees, independent contractors or persons
- (i) Use in any project or production that exceeds either the Revenue Cap or the Project Cap, regardless of your own turnover.
- (j) Use of this licence by more than one individual without purchasing an additional Subscription is considered misuse of this licence and a material breach of these Terms.

4.5 Matte Paint Commercial Licence

The Matte Paint Commercial Licence is for a Business Entity for Commercial Use at a single location in a single Geographical Area using Whitelisted IP Addresses (if applicable) and subject to an IP number limit as published on the Platform from time to time. Education and training institutions must purchase a Commercial licence.

Permitted use - what you can do:

- (a) for Commercial Use
- (b) unlimited seats in one Geographical Area

Non-permitted use - what you can't do:

- (c) cannot be shared among unauthorised or unlicensed third parties including, but not limited to, your clients, customers, publishing companies, and other Vendors (unless authorised by Matte Paint in writing). For the avoidance of doubt, any third-party Vendor or client receiving the Assets in any form, must first purchase the appropriate Licence from Matte Paint.
- (d) multiple geographical locations or split over different geographical sites
- (e) as a freelancer for a studio unless authorised by Matte Paint in writing.

If you require use at more than one Geographical Area, you must purchase another Subscription or upgrade to a Global Licence. Use of this licence in multiple Geographical Areas without purchasing an additional Subscription or Global Licence is considered misuse of this licence and a material breach of these Terms.

4.6 Matte Paint Global Licence

The Matte Paint Global Licence is for Commercial Use at multiple locations in multiple Geographical Areas using Whitelisted IP Addresses (if applicable) with no IP number limitations.

To authorise the issue of a Global Licence, these terms must be signed by you and by MattePaint at the end of the document.

Permitted use - what you can do:

- (a) for Commercial Use
- (b) unlimited seats on multiple machines or devices in multiple Geographical Areas
- (c) sharing of Transformative Copyright Work with your client.

Non-permitted use - what you can't do:

- (a) You cannot provide Assets to unlicensed third-party Vendors or to your clients. For the avoidance of doubt, any third-party Vendor or client requiring use of the Assets, must first purchase the appropriate Licence from Matte Paint.

4.7 Matte Paint Perpetual Licence

A Perpetual Licence is a one-time, non-exclusive, non-transferable, non-sublicensable right to use the specific Matte Paint Assets identified in a written agreement after your Subscription ends or in the absence of a Subscription. Except as expressly granted in that agreement, all Intellectual-Property rights remain with Matte Paint.

- (a) Subject to these Terms, the agreed scope of use, and payment of any applicable fees, Matte Paint may, in its sole discretion and only by written agreement, grant you a perpetual licence to use:
 - i. specific Assets downloaded during an active Subscription, and/or
 - ii. specific Assets that Matte Paint agrees to license to you on a standalone, subscription-independent basis.
 - iii. Any perpetual licence applies only to the Assets and permitted uses expressly identified in the written agreement.
- (b) You may not assign, novate or sub-license a Perpetual Licence without Matte Paint's prior written consent; any unauthorised transfer is void.
- (c) Matte Paint may revoke a Perpetual Licence if you materially breach these Terms (including Section 4.10 Prohibitions). Upon revocation you must cease all use of, and permanently delete, the licensed Assets and any and all derivatives, as set out in Section 4.9.

4.8 Assets and Creations

Permitted use - what you can do:

- (a) use, sell, license, share, distribute or display any Creation in any media now known or devised in the future in consideration of the licence fees advertised on the Platform subject to the Creation qualifying as a Transformative Copyright Work.
- (b) use Assets globally under the Matte Paint Global Licence subject to a custom quote and the Global Licence authorised by Matte Paint in writing.

Non-permitted use - what you can't do:

- (c) you can use HDRI Assets in, to render, or to provide Creations but the HDRI Asset itself must not be cut, altered, modified, manipulated or any derivative work made of it unless the Creation (containing the HDRI Asset) qualifies as a Copyright Transformative Work (e.g. as part of a sequence, shot, game level).

- (d) HDRI Assets must not be distributed to any other third party (including your clients) unless authorised by Matte Paint in writing.
- (e) You are not permitted in any circumstances or under any licence to use Assets or Creations or any part thereof, whether directly or indirectly, for NFT purposes.
- (f) You shall not reproduce or otherwise use Assets, or Creations which incorporate Assets, for any AI/ML Use, including but not limited to researching, training, fine-tuning, validating, testing, or otherwise contributing to the development or operation of any Artificial Intelligence or Machine Learning system. This restriction applies whether the use is direct or indirect, and whether or not the Asset is recognisable in either input or output.

Without limitation, prohibited uses include:

- (i) Producing AI-generated works using any Matte Paint Assets as input, reference, or part of a training or prompt dataset, including in connection with AI Systems.
- (ii) Performing functions or producing outputs that are similar to, or could serve as substitutes for, Matte Paint's services or Assets. This includes AI-generated images, landscapes, or visual content that replicates or mimics the aesthetic, thematic, or compositional qualities of Matte Paint's Assets, regardless of whether the use is for internal purposes, experimentation, or commercial deployment.
- (h) You may use AI/ML assisted tools (such as generative fill or enhancement features in creative software) to work with Assets locally, provided that such use does not result in the Asset itself or any derivative of it being submitted, uploaded, or otherwise made available for the purpose of training, fine-tuning, validating, or contributing to any artificial intelligence or machine learning system. This includes prohibiting the inclusion of Assets in datasets, training corpora, prompt sets, or any other context where the Asset or its features could be learned, extracted, or retained by an AI System.

This restriction applies even where these tools are embedded in third-party creative platforms, unless the platform provides a verifiable, legally binding mechanism that ensures Assets are excluded from all research, training, retention, and dataset inclusion, and you have taken affirmative steps to activate and comply with that mechanism.

4.9 End of Licence and Termination Consequences

- (a) You agree that your continued right to use and licence any Assets from Matte Paint are subject to a current active Account and Subscription on the Platform in accordance with the type of licence you have purchased. If your Account and Subscription is not active or has been terminated by either Matte Paint or Member under these Terms, Member must stop all use of the Assets.
- (b) At the end or termination of your licence, you must permanently delete all Matte Paint Assets from all of your devices, systems, and storage locations, including backups. Matte Paint may request written confirmation or proof of such deletion, and failure to provide this upon request may constitute a breach of these Terms.
- (c) You may continue to use, distribute and display any Creation that was substantially finalised and publicly released while your Subscription (or Perpetual Licence) was active (a **'Completed Creation'**), provided that all ongoing use remains compliant with these Terms.

For clarity, "publicly released" means made available to the public or a broad audience through commercial distribution, publication, broadcast, public exhibition, or online release, and does not include private previews, closed betas, limited client access, or internal review versions.

Creations in development, including unreleased shots, test builds, previews, early access versions such as alpha or beta builds, or any other pre-release formats, are not considered Complete Creations regardless of whether they were publicly released or not.

If the final release of a Creation occurs after your Subscription ends, you must hold an active and uninterrupted licence for the entire period up to the release date, either by maintaining your Subscription or by obtaining a Perpetual Licence prior to its expiry.

In the case of products that are episodic or continuously updated, such as a live service game or a TV series, your licence must remain active for any period during which the Creation is accessed, modified, or incorporated in any way into the project. This requirement applies regardless of whether the update or version is publicly released. Any post-release work involving the Assets, including new episodes, content patches, expansions, or marketing materials, requires an active licence throughout the period of such use.

- (d) You may continue using specific Assets for which a Perpetual Licence has been granted in writing by Matte Paint, provided such use falls within the approved scope of that licence.
- (e) At the end or termination of your licence, your unused Credits will expire, and you will not get a refund for any unused Credits.

4.10 Prohibitions

Except as expressly stated in a Global Licence, you are not permitted in any circumstances or under any licence to:

- (a) to use, sell, rent, loan, license, sublicense, share, distribute, display or otherwise transfer the Assets or any modified Assets whether:
 - i. as a stand-alone digital file;
 - ii. as part of a digital or online database that permits a third party to use, download, extract or access the Assets as a stand-alone digital file; or
- (b) sell, transfer, or make available, Assets to third parties on any type of digital marketplace for any purpose whatsoever (including but not limited to skins for any devices, fabric, wallpaper or wrap prints, software paint or texture resources, in connection with NFTs, and for release in connection with open-source licences.
- (c) use data mining, screen scraping software, programs, scripts, robots or other automated data gathering or extraction methods to access or download the Assets on the Platform;
- (d) use, post or upload the Assets or any version of it on any Social Media;
- (e) remove any water marks or copyright notices contained in the Assets, if any.

4.11 Fees

- (a) By placing an Order through the Platform, you represent that you are authorised to purchase the products and services ordered in accordance with these Terms.
- (b) When you activate your Order, you expressly authorise us to charge you a fee ('**Fee**') to the payment method listed ('**Acceptance**') at the time of your Order. You also agree to the billing frequency specified at the time of your Order.
- (c) The Fees are subject to change or withdrawal in our sole discretion at any time prior to Acceptance of an Order by us. You will be notified of any changes and will have the option of continuing your Order if you agree with the change in accordance with the terms provided in any notice from us. If you do not agree with the change, you will have the option of terminating your Order or otherwise you may use your Order until the end of the then current Order period.

- (d) We may store your Account data and payment information for Order renewals. Members are responsible for ensuring their credit card details are accurate and current. Changes to credit card details can be made on the Platform or by contacting us at our contact details in clause 24. If your credit card expires or your payment method is invalid, your Subscription may automatically be terminated and access to the Assets disabled or revoked. We have the right to deny any Member access to the Assets or terminate or suspend any Member's Subscription if we are unable to process the applicable Fees.
- (e) All Fees are in US Dollars (USD). Fees may be converted to your local currency at the time of your Order. We will be entitled to add on GST for the licence of the Assets through the supply of the Services in Australia. If your payment option is declined, we reserve the right to suspend or limit access to the Service until such time as you have paid any amounts in arrears.

4.12 Subscription Compliance and Misuse

- (a) The Member must ensure that their Subscription tier accurately reflects their actual use and business structure. If Matte Paint determines that the Member's use of the Service or Assets falls outside the scope of the selected plan, Matte Paint will upgrade the Subscription to the appropriate tier, pro-rate any applicable Credit differences, and notify the Member by email at least 24 hours before changes take effect.
- (b) If Matte Paint determines that the Member has intentionally misused a Subscription beyond the Fees paid, the Member agrees to pay the full amount that would have been due under the correct licence. This includes, but is not limited to:
 - i. circumstances where the Member did not subscribe to the appropriate Subscription tier based on their actual use or business structure; or
 - ii. where the Member made the Service or any Assets available to an unauthorised third party.
- (c) The Member is responsible for ensuring that their Subscription and Account are used only as permitted under these Terms. If Matte Paint detects misuse, unauthorised access, or incorrect licensing, it may suspend or lock the Member's Account, adjust the Subscription plan, and recover any applicable Fees.
- (d) The Member's Order and Subscription are exclusive to the Member and any employees or authorised users permitted under the applicable licence type. The Member must not share access to the Account or any Assets with any third party, including agents, contractors, subcontractors, affiliates, or other external parties, unless expressly permitted under these Terms or approved in writing by Matte Paint. Any unauthorised access or sharing constitutes a material breach and may result in immediate suspension of the Account.
- (e) The Member agrees not to use any of the Assets for Commercial Use except as expressly permitted in these Terms or authorised in writing by Matte Paint. These Terms grant the Member a limited licence to use the Assets only and do not constitute a sale of the Assets. Except as expressly granted, Matte Paint retains all rights, title, and interest in and to the Assets.
- (f) The Member is responsible for all use, activities, and charges associated with their Account and Order. If any misuse or breach of these Terms is detected, the Subscription may be suspended or terminated at Matte Paint's sole discretion. Access to any free Assets is provided at Matte Paint's sole discretion and may be disabled if the Member's Account is not current or is in breach of these Terms.

4.13 Survival

This Section 4 shall survive the termination or end of this agreement.

5. SUBSCRIPTION PLANS AND CREDITS

- 5.1 Your Account must be active and current to access a Subscription for the Service.
- 5.2 Subscriptions can be purchased through your Account. The Fees for the relevant Subscription tier will be the fees specified on the Platform according to the tier purchased.
- 5.3 Subscriptions are billed monthly or annually unless otherwise authorised by us in writing. Your allotment of Credits will be added to the Credit Pool each month or annually according to the Subscription tier purchased unless otherwise specified.
- 5.4 Credits allocated in a given billing cycle will expire if not used within the specific Credit Validity Period. The Credit Validity Period for your Credits is published on the website determined by the Subscription tier purchased.
- 5.5 Access to Credits is available only for an active Subscription and during the Billing Period. Subscription Credits are locked when your Billing Period ends unless a new Subscription is purchased. Your Credits are deleted at the end of your Billing Period subject to any renewals. If we, or you terminate your Subscription, Matte Paint reserves the rights in its sole discretion to delete any unused Credits. If your Subscription is renewed, unused Credits are rolled over to your new Billing Period, subject to their Credit Validity Period.
- 5.6 Credits are non-transferable and are locked to the Member's Account. They cannot be shared or transferred to other users, third parties or accounts.
- 5.7 Matte Paint reserves the right in its sole discretion to modify the terms and conditions:
- (a) for its Credit Pool policy at any time, including the number of Credits per cycle or published tier
 - (b) the purchase price of Credits required to access the Assets
 - (c) the Credit cost of Assets
 - (d) the Validity Period
 - (e) change the Subscription plan to the closest matching plan when you select an incorrect Subscription tier, or
 - (f) any other terms and conditions.
- (the '**Variation**')
- Any such Variation will be communicated to Member by advance notice in writing and will be effective from the next billing cycle following the notification. If you do not agree with the Variation, you must terminate your existing Subscription in accordance with these Terms at the end of the existing billing cycle.
- 5.8 Your Subscription plan will automatically renew at the end of your billing period for successive renewal periods of the same time for the Subscription term selected and the Fees will be billed automatically to the credit card you provide at the time of your Order unless you terminate your Subscription in accordance with these Terms.

- 5.9** Matte Paint may in its discretion but is not obliged to offer a discounted upgrade option for the purchase of a specific Subscription tier. Subscribers will then be permitted to upgrade to a higher tier Asset (for example, a higher resolution file) and pay the Credit cost difference. This option, if it is offered, will be made available for a period of no more than six months from the initial date of purchase of an Asset after which date the option to upgrade will expire.

You are entitled to Re-Download any purchased Assets without additional charge for a period of no more than six (6) months from the date of the initial purchase Order (after which Re-Download will expire and you will no longer have access to the Assets), provided your Subscription is active otherwise the fee specified on the Platform for the download will be payable should you wish to download the Asset again.

Matte Paint reserves the right to modify or discontinue this policy at any time without prior notice.

- 5.10** Subscriptions are available on an annual or monthly basis unless a Member requests a custom plan from Matte Paint.
- 5.11** Your access to the Assets will be disabled when your Subscription ends. Your access to any free Assets offered by us is: (a) in our sole discretion, and (b) will be disabled if your Account is not current. Subscriptions are not transferable and are not redeemable for cash.

6. OTHER RESTRICTIONS ON USE

Your use of the Platform is governed and enforced exclusively by these Terms. You must comply with these Terms to ensure that all Members can enjoy their experience with the Service. Without limiting any other provision of these Terms, you also agree not to do any of the following:

- (a) use the Assets in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third-party Intellectual Property or privacy rights, whether directly or in context or by juxtaposition with other Assets;
- (b) post anything on the Platform that is abusive, harassing, inflammatory, threatening, harmful, inaccurate, defamatory, libellous, pornographic, racist, or obscene;
- (c) post anything on the Platform that infringes the rights of any third party (including that is defamatory or uses personal information or infringes a person's privacy rights unlawfully) or violates any Law, policy or regulation;
- (d) use the Assets as part of a trademark, design mark, tradename, business name, service mark, or logo;
- (e) falsely represent that you are the original creator of the Assets from the Platform or any work that is made up largely of a combination of the Assets provided on the Platform;
- (f) hack, attempt to hack, gather data, modify, adapt, merge, translate, decompile, disassemble, reverse engineer (including to determine any source code, algorithms, methods or techniques of the Service), scrape, or data mine the Platform or create derivative Assets out of the Platform or any part of it; or
- (g) remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or on the Platform.

7. REFUND POLICY

- 7.1** Except as required by any Law including the Australian Consumer Law, any Fees paid by you are final and non-refundable. Orders for the Service cannot be cancelled, or refunds made after payment is processed, such as, for example, change of mind or "buyer's remorse". We are under no obligation to refund any Fees, in part or in full, for any reason unless required by Law, including, without limitation, early termination of your Subscription.

- 7.2** We handle returns and process refunds for defective products and services in accordance with the Law in the relevant jurisdictions:
- (a) should you wish to cancel your Order or obtain a refund, you must contact us within 14 calendar days of performance of the Service to report any discrepancies or faults to make a Claim otherwise you will be deemed to have accepted the products and services except as otherwise required by the Australian Consumer Law;
 - (b) returns or refunds are made in our discretion subject to any guarantees that cannot be excluded by Law; and
 - (c) we will only facilitate a refund if we are unable to facilitate the completion of the Service or, if we determine, in our absolute discretion, it is reasonable to do so.

8. INTELLECTUAL PROPERTY

- 8.1** The Intellectual Property in the Assets on the Platform are protected by copyright under the Laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Assets and compilation of the Platform (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned, licensed or controlled by us.
- 8.2** All Intellectual Property including any trademarks, service marks, trade names and any other proprietary designations are owned, registered or licensed by us. You accept that any other third party trademarks, service marks, logos, trade names and any other proprietary designations published or appearing in the Assets ('**Third Party Trade Marks**') are the trademarks or property of the respective third-party intellectual property rights owners or licence holders. It is Your sole responsibility to acquire the necessary permissions to legally use Third Party Trade Marks whether in Your Creations or otherwise. You accept all Liability and are responsible for any Claims from third-party intellectual property rights owners or licence holders associated with Your use of Third Party Trade Marks.
- 8.3** We retain all rights, title and interest in the Intellectual Property in and to the Assets and the Service. Nothing you do on or in relation to the Platform or any Assets will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) thing, invention, design, system, work or process that is the subject of a patent, registered design or copyright or any other Intellectual Property right (or an adaptation, improvement, modification of such a thing, invention, design, system, work or process).
- 8.4** Except as provided in these Terms, the Platform and its Assets may not be copied, reproduced, publicly displayed, translated or distributed in any way (including mirroring) to any other device, server, app or other medium for publication or distribution, without our consent.
- 8.5** The obligations accepted by the Member under this clause survive termination or expiry of these Terms.

9. TERMINATION

- 9.1** These Terms will continue to apply until terminated by either you or by us as set out below.
- 9.2** We may at any time, terminate these Terms with you if:

- (a) you have breached any provision of these Terms;
- (b) we are required to do so by Law; or
- (c) the provision of the Service to you is, in our opinion, no longer commercially viable.

9.3 We reserve the right to discontinue or terminate your Subscription and/or Account at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Platform without notice if you:

- (a) breach any provision of these Terms or any applicable Law
- (b) misuse your licence under the Platform or use the Platform in any other unauthorised way, or
- (c) or if your conduct impacts our name or reputation or violates the rights of any other third party.

Matte Paint will not be liable to you for any damage or Loss or Claims that you may suffer as a result of such actions.

9.4 We reserve the right to terminate your Subscription and/or Account for any reason and without cause by giving you one (1) month's notice. Matte Paint will provide you with a refund for your unused Credits if we terminate your Subscription without cause. Matte Paint reserves the right to not provide you with a refund in the event of your breach of these Terms.

9.5 If you want to terminate these Terms, you may do so by closing your Account and terminate your Subscription provided your fees for the purchased Subscription have been paid for the selected Billing Period. You are solely responsible for closing your Account and such termination must be activated at least forty-eight hours prior to your renewal date where such termination becomes effective at the end of the then-current Billing Period.

9.6 If you have not logged into your Account within a prior twelve (12) month period, we reserve the right to terminate your Account.

9.7 Except as required by Law, if your Subscription ends or is terminated either by you or us, you will forfeit the right to access the Assets regardless of download status and you will not receive any refunds.

10. USE OF ASSETS AFTER TERMINATION OR EXPIRY

10.1 Upon expiration, suspension, downgrade, or termination of your Subscription, all rights to access and use the Assets immediately cease unless otherwise expressly provided in these Terms.

10.2 You may only continue to use Creations that:

- (a) were fully completed during your active Subscription in accordance with clause 4.8(c); and
- (b) meet the definition of a Transformative Copyright Work under these Terms; and
- (c) were exported or finalised in a publicly released format before the Subscription ended.

10.3 You must not continue working on any file, project, scene, or output that includes Matte Paint Assets after your Subscription ends, unless the work qualifies as a completed Creation in accordance with these Terms.

- 10.4** In the case of products that are continuously updated or episodically released (e.g., live-service games), following the termination or expiry of your Subscription, each materially updated release will require a new licence if it includes any new use, extended visibility, or altered application of Matte Paint Assets beyond what was included in the completed Creation as publicly released during the active Subscription, as assessed by Matte Paint acting reasonably and based on the circumstances of the final released version.

11. DISCLAIMERS

- 11.1** Use of the Platform and Service is at your own risk. Everything on the Platform and any related products and services is provided to you without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Matte Paint make any express or implied representation or warranty about the Platform or any other products or services referred to on the Platform. This includes (but is not restricted to) Loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to your Account or records;
- (b) the accuracy, suitability or currency of any information on the Platform (including third party material and advertisements on the Platform); and
- (c) costs incurred as a result of you using the Platform or any other related products or services of Matte Paint.

- 11.2** Matte Paint does not warrant that the Platform or any other related products or services will be error-free, uninterrupted or free of bugs or viruses.

- 11.3** You assume all risk for any damage to your hardware, devices or computer systems through your use of the Platform.

- 11.4** We do not guarantee any attribute, dimension, feature, specification or proportion of the products and the Service made available through the Platform. The Service is not a substitute for your judgement or independent expert advice and any results or outputs obtained are at your sole risk. It is Member's sole responsibility to determine that the Platform or any other related products or services under the Service meet the needs of the Member or are otherwise appropriate or suitable for the purpose for which they are purchased or used.

12. LIMITATION OF LIABILITY

- 12.1** To the maximum extent permitted by any applicable Law in the relevant jurisdictions, we exclude all representations and warranties relating to the subject matter of these Terms and your use of the Platform and the Service.

- 12.2** Any use of or reliance on the Assets and Service made available on the Platform is solely at the Member's own risk. The Platform and the Assets are provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose unless otherwise negotiated and agreed in writing between Matte Paint and Member for specific stand-alone projects.

- 12.3 We do not warrant or represent that:**

- (a) the Platform will meet your requirements or expectations;

- (b) the accuracy of the captioning, keywording, heading, metadata, or any other information, representation or thing depicted on or associated with the Assets;
- (c) that the Platform or any Service on the Platform will remain available, uninterrupted, timely, or error free; or
- (d) that any errors or defects on the Platform or Assets will be corrected.

12.4 Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by Law, including the Australian Consumer Law which by Law may not be limited or excluded.

12.5 We will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Platform or these Terms whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

12.6 You expressly understand and agree that we, our affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages or Loss which may be incurred by you, however caused and under any theory of Liability. This shall include, but is not limited to:

- (a) any Claims or Losses arising out of your use of the Platform and Service or caused by any event or events beyond our reasonable control or arising through Force Majeure Events;
- (b) any business losses, including (without limitation) loss of or damage to profits (whether incurred directly or indirectly), income, revenue, use, production, anticipated savings, business reputation, contracts, commercial opportunities, goodwill or any other intangible Loss;
- (c) death, personal injury or damage of any nature resulting from your access to and use of the Platform and Service;
- (d) any Loss or corruption of any data, database, hardware or software however caused; and
- (e) any special, indirect or consequential loss or damage.

12.7 None of our affiliates, directors, officers, employees, agents, contributors and licensors make any express or implied representation or warranty about the Assets and the Service made available on the Platform. This includes (but is not limited to) Loss or damage you may suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Platform or any services (including third-party material and advertisements on the Platform);
- (c) costs incurred as a result of you using the Platform; or
- (d) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any Assets relating to or constituting such conduct.

12.8 Matte Paint has no Liability for any material that you publish, submit or transfer when using the Platform or when you interact or communicate with other Members on the Platform or as a result of you using the Platform and whether such contact is made online or in person.

12.9 These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible we limit our Liability as follows, at our option:

- (a) for any Claims relating to these Terms, to the fees payable under this agreement for the preceding one (1) month (calculated pro rata for an annual Subscription);
- (b) in the case of products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products or (d) the payment of having the products repaired; and
- (c) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

12.10 Liability Cap. Without limiting any other provision of these Terms and to the extent that any Liability applies to us under applicable Laws, you agree that our maximum aggregate Liability for any Loss (including in contract or otherwise by negligence) arising out of or in connection with these Terms under any type of Subscription or licence will be limited to 150% of the fees paid by you to us in the 6 months prior to the Liability arising.

12.11 We reserve the right to discontinue or alter any or all of the Service and Assets on the Platform, and to stop publishing the Platform, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms or otherwise required by Law, we will not pay you any compensation or other payment upon the discontinuance or alteration of any of the Service, or if we stop publishing on the Platform.

12.12 This clause survives the termination or expiry of this agreement for whatever reason.

13. INDEMNITY AND EQUITABLE RELIEF

13.1 Indemnity by the Member

The Member agrees to defend, indemnify and hold harmless Matte Paint, its parent company, affiliates, subsidiaries, directors, officers, employees, agents, contractors, contributors, third-party content providers, licensors and service providers (collectively, the “**Indemnified Parties**”) from and against any and all third-party claims, demands, actions or proceedings and all resulting losses, liabilities, damages, costs and expenses, including reasonable attorneys’ fees and legal costs (together, “**Losses**”), arising out of or in connection with:

- (a) the Member’s access to, use of, or attempted use of the Platform or any Assets;
- (b) the Member’s use of the Assets in a manner not authorised by these Terms, including in breach of their Subscription tier or permitted licence scope;
- (c) any breach by the Member of these Terms; or
- (d) any claim that the Member’s use of the Platform or Assets infringes, misappropriates, or otherwise violates the rights of any third party, including but not limited to intellectual property or privacy rights.

The Member is solely responsible for the defence and settlement of any such claim and must bear all Losses, subject to the following conditions:

- (e) The Member must give Matte Paint written notice of the claim within **ten (10) days** of first becoming aware of it;

- (f) Matte Paint may elect to participate in the defence with legal counsel of its choice, at its own expense, and the Member must obtain Matte Paint's prior written consent before agreeing to any settlement that imposes obligations on Matte Paint or includes any admission of liability on Matte Paint's behalf; and
- (g) If requested by the Member, Matte Paint shall reasonably co-operate in the defence. The Member must reimburse Matte Paint for any reasonable costs incurred as a result of such co-operation, within thirty (30) days of written request. Reasonable co-operation may include providing access to relevant documents, offering factual background, and making personnel available for consultation, to the extent such assistance is necessary and does not unreasonably interfere with Matte Paint's operations.

Nothing in this clause limits Matte Paint's right to seek equitable or injunctive relief under clause 13.3, particularly in connection with any actual or threatened breach involving intellectual property rights or unauthorised AI/ML use of the Assets.

13.2 Indemnity by Matte Paint (Matte Paint Approved Indemnity)

- (a) The Member may purchase additional indemnity protection by paying the applicable fees advertised on the Platform in relation to Matte Paint's intellectual property clearance and indemnity program ("Matte Paint Indemnity"). To activate this protection, these Terms must be signed by both the Member and Matte Paint, thereby constituting a "Matte Paint Approved Indemnity".
- (b) Under the Matte Paint Approved Indemnity, Matte Paint agrees to defend, indemnify, and hold the Member harmless from and against any and all losses, costs, damages, and expenses arising from third-party claims alleging that the Assets infringe copyright, trade marks, or patents, subject to the terms and limitations of the Approved Indemnity.
- (c) Matte Paint warrants that it either owns, or holds a valid licence to, every Asset made available on the Platform and has the right to grant the licences set out in these Terms. If a third party alleges that an Asset, when used in accordance with these Terms, infringes their intellectual-property rights, Matte Paint will, at its sole option and expense:
 - i. procure for the Member the right to continue using the Asset;
 - ii. replace or modify the Asset so that it is non-infringing; or
 - iii. refund the Credits (or, where Credits are not applicable, the Fees) paid for that Asset and deem the Asset removed from the licence.

This warranty and remedies are available only to Members who have purchased the Matte Paint Approved Indemnity and are subject to the liability cap in clause 12.10.

13.3 Injunctive Relief

The Member acknowledges that any unauthorised use, reproduction, or distribution of the Platform or Assets in breach of these Terms may cause irreparable harm to Matte Paint for which monetary damages may be an insufficient remedy. Accordingly, in addition to any other rights or remedies available at law or in equity, Matte Paint reserves the right to seek immediate injunctive relief (including temporary or permanent restraining orders) to prevent or restrain any actual or threatened breach of these Terms.

14. DISPUTES AND REMEDIES

- 14.1** Subject to your compliance with these Terms, we agree that we will not interfere with, seek injunctive relief or otherwise impair the production, distribution, exploitation, advertising, promotion or publicity of any Creation that qualifies as a Transformative Copyright Work.

This commitment does not apply to any Creation that is alleged to have been created, in whole or in part, through the unauthorised use of Matte Paint Assets. Unauthorised use includes, without limitation, any use that exceeds the scope, duration, territory, or permitted purpose of the licence granted, or otherwise violates these Terms. In such circumstances, Matte Paint reserves all rights and remedies available at law or in equity, including the right to seek injunctive relief or pursue legal action.

- 14.2** If a dispute arises out of or relates to these Terms between you and Matte Paint, neither party may commence any legal proceedings in a court or tribunal unless the steps set out in this clause have been followed, except where a party seeks urgent injunctive or equitable relief, including to prevent unauthorised use of Intellectual Property.

- (a) Compulsory process. Except as set out in Clause 13.2, a party may not commence arbitration or court proceedings in respect of a dispute arising out of these Terms (**Dispute**) unless it has complied with the dispute resolution process in this clause.
- (b) Notification. A party claiming that a Dispute has arisen may notify each other party to the Dispute giving details of the Dispute.
- (c) Initial period – efforts to resolve Dispute. During the 30-calendar day period after a notice is given (or longer period agreed in writing by the parties to the Dispute) (**Initial Period**) each party to the Dispute (**Disputant**) covenants with the other to cooperate and take all reasonable steps necessary to attempt to resolve the Dispute.
- (d) Mediation. If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute shall be referred for mediation, at the request of any Disputant, to:
 - i. a mediator agreed on by the Disputants; or
 - ii. if the Disputants are unable to agree on a mediator within seven days after the end of the Initial Period, request that an appropriate mediator be appointed by a person appointed by the Chair of Resolution Institute (ACN 008 651 232) or the Chair's designated representative and the Resolution Institute Mediation Rules shall apply to the mediation.
- (e) Role of mediator. The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.
- (f) Information. Any information or documents disclosed by a Disputant under this clause shall be kept confidential and may not be used except to attempt to resolve the Dispute.
- (g) Costs of mediation. Each Disputant shall pay its own costs. The Disputants may pay equally the costs of any mediator engaged.
- (h) Place. The mediation will be held in Brisbane, Australia.
- (i) Failure to resolve. After the Initial Period, a Disputant that has complied with this section may terminate the dispute resolution process by giving notice to each other Disputant. A party to a dispute will only be entitled to pursue other remedies available to it at Law or otherwise if the parties have failed to resolve the dispute within thirty (30) calendar days after commencement of dispute resolution.

15. VARIATION

- 15.1** We may revise these Terms ('**Revised Terms**') and announce the Revised Terms on the Platform.
- 15.2** The Revised Terms shall apply to the use of the Platform from the date of publication of the Revised Terms on the Platform, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these Terms.
- 15.3** In the event that you do not wish to agree to the Revised Terms, you may terminate your Account and we will provide you with a refund for the remaining Subscription on your Account.

16. NO WAIVER

- 16.1** No waiver of rights under these Terms or any Matte Paint policy, or agreement between us and a Member, shall constitute a subsequent waiver of this or any other right under these Terms.
- 16.2** Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

17. ASSIGNMENT

- 17.1** You agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms.
- 17.2** You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and obligations under these Terms.

18. THIRD PARTY RIGHTS

- 18.1** A contract under these Terms is for the benefit of the parties hereunder and your benefit and is not intended to benefit or be enforceable by any third party.
- 18.2** The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

19. ENTIRE AGREEMENT

These Terms shall constitute the entire agreement between you and us in relation to your use of the Platform and shall supersede all previous agreements between you and us in relation to your use of the Platform.

20. SEVERABILITY

If any part of provision of these Terms is invalid, unenforceable or in conflict with the Law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of the provision otherwise it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

21. LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the Laws of the State of Queensland, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Queensland and Courts of Appeal from them for determining any dispute concerning these Terms. If any provision of these Terms is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of these Terms which will continue in full force and effect.

22. FORCE MAJEURE EVENTS

Notwithstanding any other provision of these Terms, we need not act if it is impossible to act due to Force Majeure Events. We have no responsibility or Liability for any Loss or expense suffered or incurred by you because of not acting for so long as the Force Majeure Event continues.

23. ELECTRONIC COMMUNICATIONS

You consent to receiving electronic communications from us including marketing communications which you may opt out of and may include notices about your Account and information relating to the Service.

24. COUNTERPARTS

This agreement is properly executed when a party executes either this agreement or an identical counterpart. This agreement is binding on the parties on the exchange of counterparts.

25. FEEDBACK

If, and to the extent that, you provide any feedback or comments to Matte Paint ('**Feedback**'), Matte Paint shall be free to use and exploit such Feedback without restriction; provided, however, that any Confidential Information or intellectual property of yours shall not be considered Feedback. Matte Paint shall not directly attribute to you the Feedback or other information regarding Matte Paints Assets or Services. Matte Paint acknowledges that such Feedback is provided on an as-is basis and you make no warranties or representations under these Terms with respect to such Feedback, express or implied, including without limitation the implied warranties of merchantability, non-infringement, accuracy and fitness for a particular purpose. You may submit Feedback by emailing us at support@MattePaint.com.

26. OUR DETAILS

26.1 The Platform is owned and operated by Matte Paint Pty Ltd

26.2 Our principal place of business is at Suite 1, Level 1, 2 Millennium Boulevard, Carindale QLD 4152.

26.3 You can contact us:

- (a) by post, using the postal address [given above];
- (b) using our contact form; or
- (c) by email, using support@MattePaint.com.

Matte Paint Pty Ltd © All Rights Reserved.

SIGNATURE SECTION ON NEXT PAGE

SIGNATURE SECTION

NOTICE: This Signature Section is required only if the Customer is:

- (a) purchasing a Global Licence,
- (b) purchasing Indemnity Coverage from Matte Paint Inc. (clause 13.2),
- (c) entering into a Perpetual Licence agreement together with any Schedule of Assets annexed hereto.

If none of these conditions apply, this section may be disregarded.

Where this Agreement includes a Perpetual Licence, the specific Matte Paint Assets licensed under that Perpetual Licence must be identified in an attached Schedule of Assets, which forms an integral part of this Agreement. The Schedule of Assets must be agreed and signed by both parties at the time of execution. It may be appended as Annex A to this Agreement or provided as a separate signed document that clearly references this Agreement.

Effective Date. This Agreement (including any Schedule of Assets) is effective as of the date the last party signs below (the “**Effective Date**”).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

GLOBAL LICENCE / INDEMNITY COVERAGE / PERPETUAL LICENCE

In accordance with Section 13.2 (Matte Paint Approved Indemnity), and in the case of Global Licences and Perpetual Licences (including those accompanied by a Schedule of Assets), the following signatures are required:

Matte Paint Pty Ltd.

ACN 611 182 720
In accordance with s 127(1)
Corporations Act 2001 (Cth)

Customer:

Company Name and Registration Number:

By:

Name:

Title:

Date:

By:

Name:

Title:

Date: