

# Tinquify

## Digital assets

### Terms and Conditions

Applicable to assets included in the product  
that are not licensed under GNU GPL.

#### 1. Introduction

Tinquify (formerly known as Qualt) and Idexion are names that represent online design ventures that belong legally to Pablo Daniel Ruggeri Acción. Who runs the business as an “Autónomo” registered in Spain. Federico Joaquín Ruggeri Acción collaborates as a separate “Autónomo” registered in Spain in running these ventures.

Hereafter, terms such as "file/s," "digital file/s," etc., will collectively refer to the products offered for purchase/download by Tinquify on various platforms, including [www.tinquify.com](http://www.tinquify.com), Blender Market, Gumroad, and others.

“Tinquify” offers a range of products, including HDRI images, photographic backplates, 3D models, sound packs, and tutorials, catering to 3D artists, game developers, special effects artists, graphic designers, music composers, and other professionals.

“Idexion” specializes in providing tailored design services related to multimedia and industrial design fields. Idexion primarily operates on platforms such as Fiverr.

The following legal agreement governs the terms between “Tinquify” / “Qualt” / “Idexion” (the “seller”, “we” or “us”) and the user (“you”) regarding the use of the digital files offered by Tinquify / Qualt / Idexion.

## **2. Consent of agreement**

Please carefully read our license terms and conditions before purchasing, downloading, or using any of our products. This license is included with the product and is available to you prior to acquiring the product. If, for any reason, you are unable to access or review these license files, please contact us at [contact@tinquify.com](mailto:contact@tinquify.com) for assistance.

By purchasing, downloading, or using the products offered by us, you certify that you are at least 18 years of age or the age of legal majority in your jurisdiction, whichever is higher. You acknowledge that you have read and understood this agreement and agree to be bound by its terms and conditions.

If you do not agree to these Terms of Service, do not purchase / download / use any products offered by us.

If any provision of this agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

## **3. Effective Date**

These terms of service are effective as of 01/01/2018. They were last updated on 26/07/2024. Your continued use of our products or services after the latest update constitutes acceptance of the revised terms.

## **4. License general terms**

We grant to you (the original purchaser of this product, whether an individual or a company/studio) a perpetual, non-exclusive, non-transferable worldwide license to use the digital goods, subject to the permitted uses defined in this document.

All rights not expressly granted to the user are reserved to us. Any unauthorized use or reproduction of our digital goods is strictly prohibited.

## 5. Pricing

We offer our product as a complete package, which may include assets under the GNU GPL as well as assets governed by different license terms. By purchasing this package, you are supporting the continued development and improvement of our offerings.

To facilitate this support, we provide our products under different pricing tiers for guidance. These tiers reflect the various needs and capacities of our users:

### 1. **Company Tier:**

- For companies with annual revenues exceeding USD 250,000.
- Allows for up to 20 seats. If your company requires more than 20 seats, additional purchases of the Company Tier shall be made.
- For companies with revenues exceeding USD 1,000,000, please contact us to agree on a suitable purchasing price.

### 2. **Studio Tier:**

- For studios with annual revenues between USD 25,000 and USD 250,000.
- Allows for up to 10 seats. If your company requires more than 10 seats, additional purchases of the Studio Tier shall be made.

### 3. **Individual Tier:**

- For freelancers or mini studios with annual revenues less than USD 25,000.
- This tier may also be divided into subcategories, each offering different combinations of assets in terms of quantity and/or quality.

### **Special Considerations:**

- If the product contains parts that are under the GNU GPL license, these pricing recommendations are for guidance only. Ultimately, the choice of pricing tier is at your discretion.
- For products that do not include GNU GPL assets, the different tier considerations must be followed.

## 6. Object

This license pertains to the terms and conditions governing the use of the following assets included in the product.

Depending on the product you acquire, they may include, but are not limited to, the following types of assets:

- **Image Textures:** Files in formats like .jpg or .png.
- **2D Graphics / Photos:** Files in formats like .jpg, .png, or .svg.
- **HDR Sky Domes or Automotive HDRIs:** Files in formats like .hdr.
- **3D Models:** Files in formats like .blend, .fbx, .obj, or .usd.
- **Sound:** Files in formats like .mp3, .wav, or .ogg.
- **Code:** Files in formats like .html, .css, .js, .php, .mysql, .py, .cpp.
- **2D Animation Templates:** Files in formats like .blend, .mp4, .mov, .avi.
- **3D Animation Templates:** Files in formats like .blend, .fbx, .abc.
- **Presentation Images:** Files in formats like .jpg or .png.

Hereinafter, these included assets shall collectively be referred to as 'digital assets', 'digital goods', or 'products'.

The information about the included content in the product is informed on the product description on the selling platform. We reserve the right to change the amount of quantity and quality of the assets included in the product.

Please note that the product may contain other assets that are licensed under **GNU GPL**. This license does not affect the terms and conditions of those assets.

The licensing terms for these additional assets are also specified in their corresponding license file, which is included with the product and is available to you prior to acquiring the product.

## 7. Permitted Usage

This License grants you, the user, the perpetual ability to make use of the purchased product for personal, educational, or commercial purposes, provided that such usage does not violate any of the expressly forbidden activities outlined in this document.

You are permitted to use the product without the need to pay further royalties or other license fees for multiple uses or per volume sold.

## 8. Forbidden usage

This license expressly forbids the following activities:

- Resale, relicensing, repackage, or any other distribution of the files, whether in their original form or modified.
- Selling, loaning, renting, donating, leasing, assigning, uploading to or downloading from any server, or transferring the files to another user (excluding employees of your company), or for use in products that directly compete with those offered by us.

Additionally, you are not allowed to:

- Upload the files/content in an electronic format that enables downloading or sharing in any peer-to-peer or similar file-sharing arrangement.
- Impersonate the original creator/author, owner, or exclusive licensee of the files.
- Use any part of the files in a trademark, service mark, logo, or part thereof.
- Release the described assets under an Open Source license, such as Creative Commons, GNU GPL, etc.
- Engage in unlawful activities or any other conduct that violates applicable laws or regulations.

Infringement of the intellectual property rights by using the files in such a manner may result in legal action. We reserve the right to take appropriate measures to prevent such infringement.

## **9. Attribution**

While attribution is not required, it is appreciated. We encourage users to consider ethical practices and support creators by providing attribution when feasible. If you choose to attribute, you may credit the creator in project credits, social media posts, or other relevant contexts. Your acknowledgment helps support the creator and the continued development of quality products.

## **10. Intellectual Property Rights**

All intellectual property rights in and to the product, including but not limited to copyright, trademarks, and trade secrets, are owned by Tinquify / Qualt / Idexion. Except for the components licensed under the GNU General Public License (GPL), we reserve all rights to the product. The components licensed under the GNU GPL are subject to the terms of that license, and we retain all intellectual property rights not expressly granted by the GPL.

Additionally, we assert the rights to any unregistered trademarks, including but not limited to the brand name and logo associated with the product, as well as any of our brand names and logos of either Tinquify / Qualt / Idexion. While these trademarks may not be registered in every jurisdiction, they are protected by applicable laws. Unauthorized use of these trademarks is strictly prohibited.

Any use, reproduction, modification, or distribution of our product or its components without our express permission may constitute infringement of intellectual property rights and is strictly prohibited.

## **11. Indemnification**

You agree to indemnify and hold us harmless against all claims, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with any breach by you or anyone acting on your behalf of any provision of this License. This includes but is not limited to claims related to unauthorized use of the digital goods, infringement of third-party rights, or violation of applicable laws or regulations.

## **12. Termination**

This Agreement is effective until terminated. You may terminate this agreement by destroying or deleting the files, along with any copies or archives thereof, and ceasing to use the files for any purpose.

We reserve the right to terminate the license for the use of our products if the user is found in breach of this License. In the event of a breach, the user shall have seven (7) working days to remedy the breach after receiving notice from us. Failure to remedy the breach within the specified timeframe may result in termination of the license.

## **13. Refunds and returns policy**

Due to the ever-evolving nature of our digital products, all purchases are considered final and non-refundable once acquired.

While we do not offer refunds or returns for digital products in their current state, we are committed to providing ongoing support and updates to ensure the best possible experience for our users. If you encounter any issues or have feedback regarding your purchase, please don't hesitate to contact us for assistance.

## **14. Product maintenance and updates**

You agree that we are not obligated to provide maintenance, technical support, error corrections or updates to you for the product provided to you pursuant to this Agreement.

However, we may, in our sole discretion, provide modifications, upgrades, error corrections or other updates, including automatically-installed modifications, upgrades, error corrections or updates (collectively, "Updates") to the product, and thus may modify, with or without your knowledge, the product that you have already installed.

## **15. Feedback**

You may from time to time provide suggestions, comments regarding usability, bug reports or other feedback (referred to as "Feedback") to us with respect to the product. All feedback is and shall be given entirely voluntarily.

You agree that we may freely use, disclose, reproduce, license, distribute and otherwise commercialize the feedback in any of our products, technologies, services, specifications or other documentation.

## **16. Limitation of liability**

You assume all responsibility and risk for the use of our products and the provided files.

- The product is provided "as is" without warranty of any kind.
- We do not warrant that the product is error-free or that it is suitable for your purposes.
- We do not warrant the performance or results you may obtain by use of the software.
- No oral or written information or advice given by us shall create a warranty.
- We do not represent or warrant that the site or any content available for downloading through this site will be free of viruses or similar contamination or destructive features.
- In no event shall we be liable for any incidental, indirect, punitive, exemplary, or consequential damages whatsoever, including damages for loss of profits, interruption of business, loss of business information, loss of data, or any other pecuniary loss arising under or out of this License. This includes, without limitation, your use of, reliance upon, access to, or exploitation of our websites or stores, the products, or any part thereof, or any rights granted to you.

## **17. Governing Law**

This license agreement shall be governed by and construed in accordance with the laws of the European Union (EU) and, insofar as applicable, the laws of Spain. Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Valencia, Spain. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.



## **18. Modification of Terms**

We reserve the right to modify these terms at any time and without the need to give notice. Your continued use of our products after any modifications indicates your acceptance of the updated terms. It is your responsibility to review the terms periodically for changes.

## **19. Contact**

For any additional questions or concerns regarding the scope of these terms, please contact us at: [contact@tinquify.com](mailto:contact@tinquify.com)