LICENSE — EXTENDED PERSONAL / CREATOR (PAID, MONETIZED BACKGROUND USE)

PositiveAIArt (a brand of **Krassnigg Digital e.U.**)
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Licensor: Krassnigg Digital e.U., trading as "PositiveAIArt" ("Licensor").
Licensee: The individual creator/influencer/streamer purchaser ("you").
Content: The digital files included with this product (e.g., video/image/audio formats such as .mov, .mp4, .heic, .jpg, .wav; collectively, the "Content").

1) Grant of License (Extended Personal / Creator)

Licensor grants you a **limited, personal creator, non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual** license to use the Content strictly as set out below.

2) What You May Do

- **You may** use the Content as **background/ambience** in your **monetized** videos, streams, shorts, and posts on platforms you personally own/control (e.g., YouTube, Twitch, TikTok, Instagram).
- **You may** use the Content across up to **three (3) channels/accounts** you personally own/control.
- **You may** make **editorial edits** needed for your production: trim/loop, speed change, crop, color correction, transitions, overlays/titles, and mix the included audio with your voice/music.
- **You may** share the Content **privately** with your **production helpers** (editors/contractors) solely so they can produce content for **your** channels; they may not reuse the files outside your channels.
- **You may** set the Content as a **personal device wallpaper**, including iPhone Live Photo **lock screen** wallpapers (note: iOS Live wallpapers are silent by design). In particular, **you may** adjust length, timing, and trim, using third-party tools or any tools you own the rights to use, in order to produce a wallpaper-ready version of the Content.
- **You may** keep **personal backups** of the Content.

3) What You May Not Do

- **You may not** use the Content on **brand/corporate/client** channels or projects, or for third-party sponsorships/endorsements.
- **You may not** use the Content in **paid advertising** of any kind (including boosted/sponsored posts, paid placements, or programmatic buys, pre-rolls/mid-rolls).
- **You may not** upload, share, distribute, seed, post, sell, rent, lend, gift, or otherwise provide the **files themselves** (in whole or part), whether **as-is or with edits**, to any third party, platform, marketplace, stock/asset site, app store, or file-sharing service.
- **You may not** include the Content in **any pack, template, preset, app, plugin, theme, or product** for others to download or purchase.
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- **You may not** use the Content for **unlawful, defamatory, hateful, harassing, or misleading** purposes, or in connection with sensitive categories without explicit permission (e.g., biometric identification, health or political persuasion).
- **You may not** use the Content to **train, fine-tune, or evaluate** machine-learning or AI models; **no dataset creation** or scraping is permitted.
- **You may not** sublicense or transfer this license to other people, teams, brands, or clients.

4) Ownership & No Implied Rights

- The Content is **licensed, not sold**; only rights to use are granted.
- All rights, title, and interest, including copyrights and neighboring rights in the **visuals and audio**, remain with **Krassnigg Digital e.U.**
- No trademark or publicity rights are granted. No rights are granted by implication or estoppel.

5) Technical Notes (iOS / Device Behavior)

- iOS Live wallpapers animate on the **Lock Screen** only (Home Screen stays static); playback is **silent** by design.
- On iOS 17 and later, Live wallpapers typically function best at **~2.4–2.5 seconds** total duration and a minimum of 60 total frames. Longer clips and clips with fewer total frames may disable the "Live" toggle.

6) Term, Termination, and Effect

- This license is **perpetual** unless terminated.
- Licensor may terminate immediately upon your **material breach** (e.g., redistribution of files, brand/client use, paid ads, or other prohibited uses).
- Upon termination, **you must delete** the Content and any backups. Already-published **compliant** posts on your channels may remain, provided they were lawful at the time posted and do not distribute the files themselves.

7) Warranty Disclaimer (No Warranty)

- THE CONTENT IS PROVIDED **"AS IS" AND "AS AVAILABLE,"** WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO **TITLE, NON-INFRINGEMENT, MERCHANTABILITY,** AND **FITNESS FOR A PARTICULAR PURPOSE.**
- Licensor does **not** warrant that the Content will be compatible with every device/OS, uninterrupted, or error-free.

8) Limitation of Liability (Cap = €5) & Carve-Outs

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTENT OR THIS LICENSE SHALL **NOT EXCEED EUR €5**.

- NOTHING IN THIS LICENSE EXCLUDES OR LIMITS **ANY LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED** UNDER APPLICABLE LAW.
- IN NO EVENT SHALL LICENSOR BE LIABLE FOR **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE** DAMAGES, OR FOR **LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA**, EVEN IF ADVISED OF THE POSSIBILITY.

9) Indemnification

- **You agree to indemnify, defend, and hold harmless** Licensor and its owners, officers, employees, and contractors from and against any and all **claims, liabilities, damages, losses, and expenses** (including reasonable attorneys' fees) arising from your **breach** of this license, your **use** of the Content (including combinations with other materials), or your **violation** of any law or third-party right.

10) Transfers, Teams, and Assistants

- This license is **non-transferable** and **non-sublicensable**.
- Editors/contractors may handle the files **only** to produce your content for your channels; they may not reuse the files outside your channels or for other clients or brands.

11) Entire Agreement

- This document constitutes the **entire agreement** for the Extended Personal/Creator license and supersedes any prior understandings regarding the Content.

12) Severability; No Waiver

- If any provision is held unenforceable, the remaining provisions will remain in full force.
- Failure to enforce any provision is **not** a waiver of that provision.

13) Governing Law & Venue

- This license is governed by the laws of **Austria**, without regard to conflict-of-laws rules.
- Exclusive venue for any disputes shall be the competent courts of **Graz, Austria**.
- You and Licensor agree to first attempt to resolve disputes **informally** in good faith for **30 days** before filing.

14) Contact & Upgrades

- For **Personal, Commercial or Custom/Enterprise rights (e.g., paid ads, multi-brand, TV/OOH, apps)** rights, or custom licensing, contact: office@positiveaiart.com
- Website/Linktree: https://linktr.ee/positiveaiart
- Imprint/Impressum: https://krassniggdigital.com/imprint.html