



## AoA License

For non-commercial use of: Bergs And Floes

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### A comment on this license

This license is specifically written for use with packages of digital assets. Assets are individual components which are intended to be used within other programs to help create a composite map, scene, environment, game, or other creative work, where each asset used is just one small part of the whole.

Whilst assets may contribute to the aesthetic of other work, it is expected that the work as a whole represents a creative idea that is independent of the assets themselves.

This license recognises that, unlike most artistic works, it is the nature of assets that they are intended to be used by others in their own creative works.

This license allows for non-commercial use only and is included with the named asset pack when purchased. A separate commercial use license may be purchased independently if required.

## Plain English description

(this does not form part of the license)

- The license is only valid if you can demonstrate you have purchased the asset pack.
- You cannot give this license to another person.
- The license allows you to use these assets only in your own maps and/or other larger works of art which are for non-commercial purposes only; you may not use these assets for commercial purposes.
- You may use your maps/larger works in videos, so long as they are free to watch, irrespective of whether you receive ad revenue.
- You may receive donations, including subscriptions, for your maps/larger works so long as they are still made freely and publicly available.
- Attribution is not required.
- You may make modifications to the assets only for use in your own work.
- You may not sell or share the asset pack or any of its contents.
- You cannot use these assets to make new assets to sell or otherwise distribute.
- You take full responsibility for whatever happens when you use the asset pack.

## License

This license is for the asset pack named: **Bergs And Floes**

There can be only one *licensee* per purchased license. This license is not under any circumstances reproducible, or transferable. This license may not be duplicated.

This license is valid only when proof of purchase of the *asset pack* can be demonstrated by the *licensee*.

All *content* of the *asset pack* named in this license is, and remains, copyright of the *creator*.

The use of any part of the *asset pack* for *commercial* purposes is prohibited.

The *licensee* is granted a royalty-free, non-exclusive copyright license to use the *base items* to create *derivative work* which is **not** for a *commercial* purpose, excepting as below:

- The use of *derivative works* in live-streamed or pre-recorded videos that are freely available for anyone to watch is allowed, irrespective of whether the licensee receives ad revenue for them.
- Money may be received which is a freely given donation, so long as any *derivative work* including these assets is made freely and publicly available. Any request for donations must ensure people are aware that the derivative work is freely available. This includes “Pay what you want” so long as the minimum amount is zero (0). This includes subscriptions (eg via Patreon) so long as access to the *derivative work* is not contingent on the subscription.

If the licensee is an individual this license allows for the installation and use of the base items on any computer that is normally located in the licensee’s household

If the *licensee* is a business, then this license allows for any number of installations and use of the *base items* for *derivative works* created for the *licensee* (business) only. Anyone using the asset pack must be made aware of this restriction and the license.

The *licensee* may only make *modifications* to the *base items* and only for use in their own *derivative work*.

*Derivative works* are the copyright of the *licensee*.

If any of the *base items* or *modifications*, are extracted from a *derivative work*, then those extracted items shall be considered the copyright of the *creator*.

The use of any *base item(s)* to create a new item which performs a similar function as the base items (i.e. an asset or other item intended to be used in the creation of derivative works), shall be considered a *modification* of the base item for the purposes of this license.

Attribution is not required.

The *licensee* may not *sell* or *distribute* the *asset pack* or its *contents*, nor any *modifications*.

This *asset pack* and its *content* are provided as is and without warranty of any kind. The *licensee* is solely responsible for the method and appropriateness of their use and assumes all risks associated with doing so.

To the fullest extent permitted by applicable law, under no circumstances or legal theory shall the *creator* hold any liability to anyone for any form of direct or indirect damages of any kind that may arise from the use of the *asset pack* and its *content*.

This license does not seek to remove any rights held under fair use or equivalent legal doctrines.

**End of license**

## Definitions used in this license:

**Asset pack** – the overall named package of files to which this license is attached.

**Attribution** – providing credit to the *creator* when sharing any *derivative work*, *modifications*, or *content*.

**Base item(s)** – refers to the individual files contained within the *asset pack* that are intended to be used to generate derivative work. This may be a whole file, or a part of a file extracted either by the user or by a program that the asset pack is loaded in to. When the *base item* is seen as an image or 3D object the terms of the license apply to the appearance of the image or object itself, independent of file format. *Base items* do not include anything which is clearly intended to be a gallery item or example images shared as part of the *asset pack*.

**Content** – the files contained within the *asset pack*. This includes but is not limited to the *base items*

**Commercial** – something which is primarily intended for commercial advantage or monetary compensation. This may include, but is not limited to, income-generation of any kind (whether direct or indirect), the enhancement of reputation, pro-bono work, or work where payment is received “in kind”.

**Creator** – Me, Alex Wasyliv. the creator of the assets to which this license is attached. The creator may be referred to as AoA when distributing the asset pack and should be referred to as AoA when providing *attribution*.

**Distribute/Distributed/Distribution** – making something available, by any method, to third parties, either on its own or as part of a larger collection.

**Licensee** – the first individual or entity exercising permissions granted by this license.

**Modifications/Modified** – any modification or alteration of any part of the *content* and any file(s) resulting from it that is not a *derivative work*.

**Sell/Selling/Resell/Reselling**– Selling something, either on their own or as part of an overall package with other items, for monetary or any alternative payment in kind, by the *Licensee*.

**Derivative work** – any map, image or other creative work, within which the *base items*, either modified or unmodified are used as just a part of the overall creation. A derivative work must be larger in scope and different in nature to the *base items*. Whilst the *base items* may contribute to the aesthetic of the *derivative work*, the *derivative work* itself must have a creative intent that is independent of the use of the *base items* themselves.

## Attribution

My licenses have been updated to remove the requirement for attribution. I always recognised that attribution could be a pain to remember and sought to mitigate some of the concerns that may have arisen from it, in the end it was clear that even requiring attribution did not result in anyone taking notice of it. I have decided to simply remove it, and along with it any lingering concerns people may have.

I do still consider attribution a courtesy, especially in situations where you may be submitting a piece of work for a competition or somewhere where it may reach a wide audience.

As a community of hobby creators', we should be looking to support each other as much as we can.

Attribution doesn't just help the person whose work you may have used, it also helps other people realise that there are additional resources out there which could help them too.

To anyone who helps spread the word about the work I am doing, I am grateful. Part of the reason for selling my assets is to allow me to in turn support other creative people, so your kind support spreads beyond myself, to others as well.

## Creator details

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