

EVOLVE CUSTOMS

DIGITAL ASSETS • FIVEM • GTA V

TERMS OF SERVICE

Digital Product Licence & Commission Agreement

Effective date: August 11, 2026

Operator: Evolve Customs, Alberta, Canada

Website: store.evolvecustoms.ca

Support: support@evolvecustoms.ca

IMPORTANT: By purchasing, downloading, commissioning, or using an Evolve Customs product or service, you agree to these Terms. Nothing in these Terms limits rights that cannot legally be waived under applicable consumer-protection law.

EVOLVE • CREATE • DEPLOY

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PLAIN-LANGUAGE SUMMARY

Buyers receive a licence to use the files - not ownership of Evolve Customs intellectual property. Do not leak, rip, redistribute, or claim Evolve assets as your own. Standard and Resell licences have different rights. Digital products are generally final sale once delivered, subject to applicable law. Custom work is governed by the quote and commission terms below.

1. Acceptance and scope

These Terms of Service ("Terms") form a binding agreement between Evolve Customs ("Evolve", "we", "us", or "our") and the person or entity that purchases, downloads, commissions, accesses, or uses our products or services ("you" or "customer").

These Terms apply to products and services offered through the Evolve Customs website, customer account area, Discord support/commission channels, invoices, and any other Evolve-controlled sales channel. A product page, written quote, invoice, or commission brief may contain additional terms. If there is a direct conflict, the more specific written term for that transaction controls, except where prohibited by law.

You accept these Terms when you complete a purchase, download a file, accept a commission quote, or otherwise use a paid Evolve product or service. If you do not agree, do not purchase, download, or use the product or service.

2. Accounts, eligibility and security

You must be legally able to enter into a contract. If you are under the age of majority where you live, a parent or legal guardian must authorize the purchase and accept these Terms on your behalf.

Where Discord authentication is used, you are responsible for the security of your Discord account and any linked Evolve account. You must provide accurate information and must not impersonate another person, business, community, or public agency.

You are responsible for activity performed through your account unless you promptly report unauthorized access to Evolve. Account access may not be sold, transferred, or shared for the purpose of bypassing licence restrictions.

3. Pricing, payments and taxes

Prices, licence options, currency, taxes, and any mandatory fees are shown before checkout or stated in the written quote/invoice. You agree to pay the total amount displayed or quoted. Unless otherwise stated, payment is due in full before digital delivery or before commission work begins.

Payments may be processed by third-party providers such as Stripe. Evolve does not need to receive or store your full payment-card number. Your use of a payment provider is also subject to that provider's terms.

You are responsible for any taxes, duties, bank charges, currency-conversion charges, or similar costs that apply to your transaction unless they are expressly included in the checkout total.

4. Digital delivery and access

Digital products are delivered electronically, normally through your Evolve customer account after payment clears. Delivery is considered complete when the purchased file is made available for download or is otherwise transmitted to the account or destination you provided.

If a product is advertised with re-download access, Evolve will make reasonable efforts to keep the file available while the store and product remain operational. "Lifetime access" means ongoing access for the commercial life of the Evolve service/product offering; it is not a guarantee that any website, platform, or file will be hosted forever.

You should keep your own secure backup of purchased files. Evolve is not responsible for loss caused by deletion of your local copy, loss of your account credentials, third-party platform outages, or unsupported modifications.

5. Licence types

Unless the product page expressly says otherwise, every purchase grants a limited, non-exclusive, revocable licence to use the purchased files. Ownership and copyright are not transferred.

5.1 Standard Licence

A Standard Licence allows you to use the purchased product for your own permitted FiveM/GTA V project, including one active roleplay server or community at a time, unless the product page provides a broader scope. You may provide the files internally to developers or staff who genuinely require them to install or maintain the licensed server, but you remain responsible for those copies and those people may not retain or reuse the files outside that project.

5.2 Resell Licence

A Resell Licence grants the additional commercial rights stated on the relevant product page. Unless that page expressly states otherwise, a Resell Licence does not permit you to sell, upload, or distribute Evolve source files as standalone assets or substantially unmodified copies. Any permitted resale must be part of a genuine derivative/end product and must not give the downstream buyer access to reusable Evolve source assets.

A Resell Licence does not transfer Evolve ownership, copyright, branding, or moral rights, and it does not permit the buyer to grant further resale rights unless Evolve has approved that in writing.

5.3 Product-specific licence terms

Some products may have different limits, supported platforms, dependencies, model permissions, texture permissions, or attribution requirements. Those product-specific terms are part of your licence.

LICENCE RULE: If you are unsure whether an intended use is covered by your licence, ask Evolve before distributing or selling anything. Silence or technical access to a file is not permission.

6. Permitted and prohibited use

6.1 Permitted use

- Install and use the product within the scope of the licence you purchased.
- Make reasonable local backups for your own licensed use.
- Modify editable textures or source files where the product expressly includes editable files or otherwise permits modification.
- Share files internally only with developers/staff who need access for the licensed project and who are bound by the same restrictions.
- Use screenshots or in-game footage of your licensed installation for ordinary promotion of your own server/community.

6.2 Prohibited use

- Leak, redistribute, upload, gift, trade, mirror, or publicly share purchased files outside the permitted licence scope.
- Rip, extract, reverse-engineer, or copy protected Evolve assets for the purpose of bypassing the licence or creating competing reusable assets, except to the extent a right cannot legally be restricted.
- Sell or transfer a Standard Licence, or sell Evolve source assets under a Resell Licence unless the product-specific licence expressly permits it.
- Claim that you created Evolve artwork, models, patches, liveries, textures, or other original assets when you did not.
- Remove or alter embedded ownership notices, watermarks, licence metadata, or anti-leak identifiers for the purpose of hiding the origin of a product.
- Use Evolve products for unlawful activity, fraud, harassment, or deceptive impersonation of a real government, law-enforcement, fire, EMS, military, or emergency organization outside a clearly fictional/simulation context.

7. File security and server/community sharing

You are responsible for protecting purchased files and limiting access to people who need them for the licensed project. Do not place protected source files in public repositories, unrestricted Discord channels, public web directories, or other locations where unauthorized users can download them.

If you provide licensed files to a server/community that you later leave, you must ensure that your personal licensed copy is removed from that server/community unless the server/community independently holds a valid licence or Evolve has approved continued use in writing.

If redistributed files are reasonably traced to your purchase or account, Evolve may investigate and may suspend access while the issue is reviewed. You agree to reasonably cooperate with a good-faith investigation into unauthorized redistribution.

8. Refunds, cancellations and payment disputes

8.1 Digital products

Because digital products can be copied immediately after delivery, purchases are generally final once the file has been delivered, downloaded, or otherwise made accessible. However, this policy does not limit any refund, cancellation, or other remedy that applicable law requires, including non-waivable consumer-protection rights.

8.2 Custom services

Commission payments are generally non-refundable after work has begun for the portion of work already performed and costs already incurred. If Evolve cancels a commission for reasons not caused by your breach, Evolve will refund any unearned amount, unless you agree to another remedy such as store credit or a revised scope.

8.3 Defects or missing delivery

If you believe a purchased file is materially defective, corrupted, missing, or not as described, contact support with your order details. Evolve may provide a corrected file, replacement, reasonable technical assistance, store credit, or a refund where required or appropriate.

8.4 Chargebacks and disputes

Before filing a payment dispute, you should contact Evolve and allow a reasonable opportunity to resolve the issue. Fraudulent, abusive, or bad-faith chargebacks may result in account suspension and licence termination. Nothing in this section prevents you from exercising a lawful payment-dispute or consumer-protection right.

CONSUMER RIGHTS: Applicable consumer-protection rights cannot be waived by contract. If a law gives you a cancellation, refund, or other remedy, that law controls over any inconsistent wording in these Terms.

9. Custom commissions

Commission work includes custom liveries, EUP, patches, logos, badges, textures, vest/gear work, and other made-to-order digital services. The written quote or invoice will identify the scope, price, licence, estimated timing, revision allowance, and any special conditions.

- Payment must be received as stated in the quote before work begins or before the applicable milestone.
- You must provide timely, accurate instructions and usable reference material.
- You represent that you have the right to provide any logo, badge, trademark, photograph, design, or other reference material supplied to Evolve.
- Material scope changes may require a revised price and delivery estimate.
- Revisions are limited to the number/type stated in the quote. A revision is not a complete redesign unless specifically included.
- Estimated completion dates are good-faith targets, not guarantees, unless the quote expressly states a guaranteed deadline.

Evolve may decline a proposed commission before acceptance. After payment, Evolve may pause or terminate work for abusive conduct, non-cooperation, unlawful requests, rights-infringing instructions, fraud, or other material breach. Refund treatment will depend on work already performed and applicable law.

10. Exclusivity and portfolio use

Unless you purchase written exclusivity, custom/commissioned work is non-exclusive and Evolve may display it in a portfolio, use screenshots for marketing, and may offer the underlying design or a variation of it for sale, subject to any third-party rights.

If an exclusivity fee is purchased and confirmed in writing, Evolve will not intentionally sell the exclusive commissioned design to another customer during the agreed exclusivity period/scope. Exclusivity does not transfer ownership of pre-existing Evolve tools, templates, base models, techniques, or third-party assets.

11. Intellectual property and third-party rights

Evolve and its licensors retain all rights, title, and interest in Evolve-created products, source files, branding, store content, designs, code, models, textures, and other intellectual property, except for third-party material that remains owned by its respective owner.

The customer receives only the licence rights expressly granted by the purchased licence and product-specific terms. No implied licence is granted.

Real-world names, insignia, agency references, trademarks, game names, and third-party brands may belong to their respective owners. Unless expressly stated, Evolve Customs is not affiliated with or endorsed by Rockstar Games, Take-Two Interactive, Cfx.re/FiveM, the Government of Alberta, or any real police, fire, EMS, military, or public-safety agency.

If you believe content sold or displayed by Evolve infringes your intellectual-property rights, contact support with enough information for us to identify the content, understand your claimed rights, and respond appropriately.

12. Updates, compatibility and support

Product pages may identify compatible game versions, frameworks, EUP versions, dependencies, or other technical requirements. You are responsible for confirming that your environment meets those requirements before purchase.

Game updates, FiveM/Cfx.re changes, third-party scripts, operating-system changes, or customer modifications can affect compatibility. Unless a product page or paid support agreement says otherwise, Evolve does not guarantee permanent compatibility with future third-party updates.

Support means reasonable assistance with the Evolve product itself. It does not include unlimited server administration, custom scripting, third-party resource repair, or rebuilding a customer environment unless separately purchased.

13. Suspension and revocation

Evolve may suspend account access, downloads, or licence rights where reasonably necessary to investigate or respond to suspected fraud, payment reversal, unauthorized redistribution, licence abuse, security threats, harassment, or legal/compliance obligations.

For a material breach, Evolve may terminate the affected licence after notice where appropriate. Serious or intentional misconduct, including deliberate leaking or fraudulent payment activity, may justify immediate suspension or termination. Termination does not transfer ownership back to the customer or create a right to continue using the files.

If access is suspended in error, contact support so the account can be reviewed.

14. Warranties and limitation of liability

Evolve will provide products and services with reasonable care and will use reasonable efforts to deliver files substantially as described. Except for rights or warranties that cannot legally be excluded, digital products and services are provided on an "as available" basis without guarantees that every product will be error-free, uninterrupted, or compatible with every server configuration.

To the maximum extent permitted by law, Evolve is not liable for indirect, incidental, special, consequential, or punitive damages, lost profits, lost revenue, lost data, server downtime, or reputational loss arising from use or inability to use a product or service.

To the maximum extent permitted by law, Evolve's aggregate liability arising from a specific transaction will not exceed the amount you paid to Evolve for the product or service giving rise to the claim. This limitation does not apply where applicable law prohibits such a limitation.

15. Indemnity

To the extent permitted by law, you agree to be responsible for claims, losses, or reasonable costs arising from your unlawful use of Evolve products, your breach of these Terms, your unauthorized redistribution, or materials/instructions you supplied that infringe another person's rights. This does not require you to indemnify Evolve for Evolve's own unlawful conduct.

16. Privacy, Discord and payment providers

Evolve may use Discord or other third-party identity providers for login and account functions and may use Stripe or other payment providers to process transactions. Those services operate under their own terms and privacy practices.

Evolve may retain order, account, licence, support, fraud-prevention, and download-related records reasonably necessary to operate the store, enforce licences, provide support, and comply with legal obligations. Separate privacy notices may provide additional details.

17. Changes to these Terms

Evolve may update these Terms to reflect new products, licence structures, business practices, security needs, or legal requirements. The current version will be posted with an effective date. Material changes will apply prospectively unless a change is required by law, security, or fraud-prevention needs. A completed purchase remains governed by the licence scope sold with that purchase, subject to lawful enforcement provisions and any later terms you expressly accept.

18. Governing law and disputes

These Terms are governed by the laws of the Province of Alberta and the federal laws of Canada applicable there, without regard to conflict-of-law principles, except to the extent mandatory consumer law in your jurisdiction applies.

Before starting formal proceedings, the parties should make a good-faith attempt to resolve the dispute through support. If a dispute cannot be resolved informally, the parties submit to the courts of Alberta where legally permitted. Nothing in this section prevents a consumer from using a regulator, statutory complaint process, small-claims procedure, or other forum that applicable law makes available.

19. General terms

19.1 Entire agreement

These Terms, together with the applicable product page, licence description, quote, invoice, and any written addendum, form the entire agreement for the transaction and replace prior inconsistent statements about that transaction.

19.2 Severability

If a court or regulator finds part of these Terms unenforceable, the remaining provisions continue to apply to the extent permitted by law, and the invalid provision will be interpreted as narrowly as necessary to make it lawful where possible.

19.3 No waiver

A delay or failure to enforce a provision does not waive the right to enforce it later.

19.4 Assignment

You may not transfer your licence or this agreement without Evolve's written approval, except where the purchased licence expressly allows a transfer. Evolve may assign its rights and obligations as part of a legitimate business reorganization, sale, or transfer, subject to applicable law.

19.5 Headings

Headings are for convenience only and do not change the meaning of these Terms.

20. Contact

Questions about these Terms, licences, refunds, commissions, or suspected unauthorized distribution should be sent to:

Business	Evolve Customs
Website	store.evolvecustoms.ca
Support email	support@evolvecustoms.ca
Location	Alberta, Canada

PUBLISHING NOTE: For legal compliance, ensure your checkout and order confirmation also display accurate business contact information, product/service descriptions, total pricing/currency, payment terms, and delivery details. Keep the website copy of these Terms accessible before purchase.

— END OF TERMS —