

TERMS AND CONDITIONS

Last updated: 17 October 2026

These Terms and Conditions ("Terms") govern your access to and use of the websites operated by **REFERA STUDIOS**, including referastudios.com (or the "Website"), and your purchase and use of digital products made available by REFERA STUDIOS.

Please read these Terms carefully before purchasing or using any Refera Studios product.

By accessing the Website, creating an account, placing an order, downloading a product, or otherwise using a Refera Studios product, you agree to be bound by these Terms.

If you do not agree to these Terms, you must not purchase, download, access, or use our products.

1. ABOUT REFERA STUDIOS

REFERA STUDIOS ("Refera", "Refera Studios", "we", "us", or "our") is a business registered in the Netherlands.

Business name: REFERA STUDIOS

Chamber of Commerce (KvK) number: 42195155

Registered/business address: Tweede Jacob van Campenstraat 93 1R, 1073XP, Amsterdam

Email: info@referastudios.com

Websites: referastudios.com and referastudios.ai

Refera Studios creates and sells digital reference assets intended primarily for use in generative artificial intelligence image and video workflows.

2. ELIGIBILITY AND AGE REQUIREMENT

You must be at least **18 years old** to purchase, download, access, or use any Refera Studios product.

By purchasing a product or creating an account, you represent and warrant that:

1. you are at least 18 years old;
2. you have the legal capacity to enter into a binding agreement; and
3. the information you provide to us is accurate and complete.

We reserve the right to refuse service, suspend access, or terminate an account if we reasonably believe that a user is under 18 or has provided false information regarding their eligibility.

3. DIGITAL PRODUCTS

Refera Studios sells downloadable digital products, including reference-image packs featuring fictional characters and, where applicable, other digital reference assets.

A typical character reference pack may contain multiple images depicting the same fictional character from different angles, perspectives, poses, expressions, or other visual configurations.

All Refera Studios characters are fictional. They are not intended to represent or impersonate any real person.

Unless expressly stated otherwise, Refera Studios products are supplied solely in digital form. No physical goods will be delivered.

4. CHARACTER LICENCE

When you purchase a Refera Studios character reference pack, you are purchasing a licence to use the supplied digital assets. You are not purchasing ownership of the underlying Refera character or Refera Studios' intellectual property.

Subject to these Terms, Refera grants you a worldwide, non-exclusive, non-transferable licence to use the purchased reference assets for personal and commercial creative purposes.

The licence continues indefinitely unless terminated in accordance with these Terms.

Because the licence is non-exclusive, the same character or asset may be licensed to multiple customers.

Purchasing a character does not give you exclusive rights to that character, its visual identity, appearance, name, or associated reference assets.

5. PERMITTED USES

Subject to the restrictions in these Terms, you may use purchased Refera Studios reference assets to:

1. generate new images using artificial intelligence or other digital creative tools;
2. generate videos, animations, or audiovisual content;
3. modify, crop, edit, retouch, transform, or otherwise adapt the reference images;
4. use generated output for personal purposes;
5. use generated output commercially;
6. use generated output in advertising and marketing;
7. use generated output on websites and social-media platforms;
8. use generated output in films, short films, television, online videos, games, interactive media, and other creative productions;

9. use generated output in client work;
10. use generated output for virtual influencers or fictional social-media personalities;
11. create and monetize social-media accounts featuring a licensed character;
12. train or fine-tune AI models, LoRAs, embeddings, or similar technologies using the purchased character reference assets for your own permitted use;
13. use generated output in commercial concepts, presentations, editorial projects, entertainment, storytelling, fashion imagery, and other lawful creative works; and
14. otherwise incorporate generated output into your own original creative projects.

Commercial use is included unless the relevant product page expressly states otherwise.

6. GENERATED OUTPUT

“Generated Output” means new images, video, audio-visual works, or other content created by you using a Refera Studios product as a reference, input, training source, or component of an AI-assisted workflow.

Refera Studios does not claim ownership of your Generated Output.

To the extent that applicable law grants you intellectual property rights in your Generated Output, those rights belong to you or the person or entity legally entitled to them.

However, your creation of Generated Output does not transfer ownership of the underlying Refera character, original reference images, reference pack, or other Refera Studios intellectual property to you.

Your Generated Output may visually resemble Generated Output created independently by other customers using the same non-exclusive character.

Refera Studios does not guarantee that Generated Output will qualify for copyright, trademark, or other intellectual property protection in any jurisdiction. Laws concerning AI-generated content vary between countries and may change over time.

You are responsible for determining what rights, if any, apply to your Generated Output.

7. CLIENT WORK

You may use Refera characters and Generated Output in work created for clients.

You may deliver finished Generated Output and completed creative works to your clients.

However, unless your client separately purchases a Refera licence, you may not provide your client with:

- the original Refera reference pack;
- the original Refera reference images as standalone assets;
- downloadable copies of the original source files; or

- any trained model, LoRA, embedding, or similar asset that would effectively allow the client to independently use or reproduce the licensed Refera character.

You remain responsible for ensuring that any use performed under your licence complies with these Terms.

8. AI MODEL AND LoRA TRAINING

You may use purchased Refera reference assets to create AI models, fine-tunes, LoRAs, embeddings, or similar technologies for your own permitted personal or commercial creative use.

You may use such models to generate content for yourself or your clients.

However, you may not sell, sublicense, share, distribute, publish, upload for public use, or otherwise make available any model, LoRA, embedding, dataset, checkpoint, or similar resource that has been trained or substantially derived from a Refera character in a manner that enables another person to reproduce or use that character without obtaining their own licence from Refera Studios.

This restriction applies whether access is provided free of charge or in exchange for payment, credits, subscriptions, donations, or any other form of value.

9. PROHIBITED REDISTRIBUTION

You may not:

1. resell the original reference images or reference pack;
2. redistribute the original reference images or reference pack;
3. share the original purchased files with another person or organisation except as strictly necessary for contractors working on your behalf under your control;
4. upload the original reference images or reference pack to stock-image websites;
5. upload the original assets to digital asset marketplaces;
6. upload the original assets to torrent websites, file-sharing platforms, shared asset libraries, or similar services;
7. include the original assets in a publicly accessible dataset;
8. publish or distribute a dataset containing the original Refera reference images;
9. sell substantially unchanged versions of the reference images;
10. make the original reference files available for standalone download;
11. sublicense the original reference assets; or
12. otherwise enable third parties to obtain or use the underlying Refera assets without purchasing an appropriate licence from Refera Studios.

Using the reference assets as part of an AI generation workflow does not constitute prohibited redistribution provided that the original source assets themselves are not distributed.

10. PROHIBITED USES

You must not use Refera Studios products or characters:

1. for any unlawful purpose;
2. to facilitate fraud, scams, identity theft, financial deception, or other deceptive conduct;
3. to impersonate a real person;
4. to falsely suggest that a fictional Refera character is a real person;
5. to mislead people regarding the identity, endorsement, statements, conduct, or existence of a real person;
6. to create misleading political content, deceptive political advertising, election interference, or deceptive deepfakes;
7. to create defamatory content;
8. to falsely represent that a real individual performed an action, made a statement, endorsed a product, or appeared in media;
9. to infringe another person's copyright, trademark, privacy, publicity, personality, or other legal rights;
10. to create or distribute illegal content;
11. to create pornographic or sexually explicit content;
12. to create content depicting sexual acts or explicit sexual activity;
13. to create sexual content involving minors or persons presented as minors;
14. to create sexualised depictions of minors or persons presented as minors;
15. to create non-consensual sexual imagery;
16. to create sexual violence or exploitative sexual material;
17. to promote sexual exploitation or abuse;
18. to harass, threaten, abuse, or unlawfully discriminate against another person;
19. to create content intended to facilitate criminal conduct; or
20. in any other manner that Refera Studios reasonably considers seriously harmful, deceptive, exploitative, or incompatible with these Terms.

For clarity, Refera Studios' prohibition on pornography does not by itself prohibit ordinary fashion, glamour, beauty, swimwear, lingerie, romantic, or tastefully sensual imagery that is not pornographic or sexually explicit.

11. FICTIONAL CHARACTERS

Refera Studios characters are designed as fictional digital identities.

Any resemblance between a Refera character and an actual person, living or dead, is unintended unless expressly stated otherwise.

You must not intentionally use a Refera character to impersonate a real person or falsely claim that a Refera character represents, depicts, or is endorsed by a particular real person.

12. OWNERSHIP AND INTELLECTUAL PROPERTY

Except for the limited licence expressly granted under these Terms, Refera Studios retains all rights, title, and interest that it holds in or to:

- the original reference images;
- character designs and visual identities;
- character reference packs;
- product names and descriptions;
- website content;
- branding;
- logos;
- graphics;
- databases;
- product presentation;
- proprietary workflows and materials; and
- other Refera Studios intellectual property.

Nothing in these Terms transfers ownership of the underlying Refera character to you.

You may not claim to be the creator or owner of the original Refera character or original Refera reference assets.

You may not register or attempt to register the underlying Refera character, its original reference imagery, or substantially identical representations of that character as your own trademark, design right, copyright, or other exclusive intellectual property right.

You may create your own brands, project names, fictional narratives, social-media accounts, campaigns, and commercial works around Generated Output, provided that doing so does not involve claiming exclusive ownership over the underlying Refera character itself.

13. TRADEMARKS AND BRANDING

The names **REFERA STUDIOS**, **REFERA**, associated logos, branding, and other brand identifiers belong to Refera Studios or their respective rights holders.

Purchasing a product does not grant you a right to use Refera Studios branding in a way that suggests sponsorship, partnership, endorsement, or affiliation unless we have expressly authorised this in writing.

14. AI PLATFORM AND THIRD-PARTY SERVICES

Refera reference assets may be used with third-party artificial intelligence platforms, image generators, video generators, model-training systems, editing tools, software, and other services.

Refera Studios is independent from such third-party providers unless explicitly stated otherwise.

Your use of any third-party service is subject to that provider's own terms, policies, restrictions, licensing conditions, and technical requirements.

You are solely responsible for ensuring that:

1. you are permitted to upload or use Refera reference assets on the relevant service;
2. your intended use complies with that provider's terms;
3. your Generated Output complies with applicable law; and
4. you have any licences or permissions required for additional material you introduce into your project.

Refera Studios is not responsible for the actions, policies, availability, output, changes, restrictions, or operation of third-party platforms.

15. NO GUARANTEE OF AI RESULTS

Refera Studios provides reference assets. We do not provide or guarantee specific AI-generation results.

AI output can vary substantially depending on factors including:

- the AI model used;
- software version;
- model updates;
- prompts;
- prompt weighting;
- reference-image strength;
- seeds;
- fine-tuning;
- LoRA settings;
- image dimensions;
- video-generation methods;
- platform restrictions; and
- other workflow choices.

Although Refera reference packs are designed to support consistent character generation, we do not guarantee that any particular AI system will reproduce a character perfectly or consistently.

We do not guarantee compatibility with any particular AI model, service, software package, platform, or future version thereof.

A third-party platform may change or discontinue features at any time. Such changes do not make the Refera product defective.

16. PRODUCT PREVIEWS

Product pages may display previews, demonstrations, example images, Generated Output, videos, or other examples demonstrating possible uses of a product.

These examples are illustrative only.

Results obtained by customers may differ from the examples shown.

Unless expressly stated otherwise, purchasing a reference pack does not entitle you to receive every piece of Generated Output shown in advertisements, demonstrations, social-media posts, or promotional content.

The files included with a purchase are those described on the applicable product page at the time of purchase.

17. ORDERS

Products may be purchased either through a customer account or, where available, as a guest.

By placing an order, you confirm that:

1. you meet the eligibility requirements in these Terms;
2. your billing and payment information is accurate;
3. you are authorised to use the selected payment method;
4. you understand that you are purchasing digital content; and
5. you agree to these Terms and any licence terms displayed during checkout.

We reserve the right to refuse or cancel an order where reasonably necessary, including in cases of suspected fraud, payment problems, technical errors, pricing errors, sanctions restrictions, legal requirements, or suspected violations of these Terms.

If we cancel an order after payment has been received and before the relevant digital product has been supplied, we will refund the amount paid for that order unless applicable law provides otherwise.

18. PRICES, CURRENCIES, TAXES AND PAYMENTS

Prices may be displayed or processed in multiple currencies depending on your location, payment method, Website settings, or payment provider.

Payments may be processed through WooPayments, PayPal, or other payment providers made available on the Website.

Currency-conversion rates, foreign-exchange fees, card-provider charges, or other charges imposed independently by your bank or payment provider are outside Refera Studios' control.

Applicable VAT, sales tax, or other taxes will be handled in accordance with applicable law.

Where consumer-protection law requires taxes or mandatory charges to be included in an advertised or displayed consumer price, Refera Studios will display prices accordingly.

Where certain taxes, charges, or currency conversions depend on the customer's location or other information not known until checkout, the applicable amount will be calculated and disclosed before the customer completes the purchase where required by law.

The total amount payable will be displayed before you submit an order.

19. DELIVERY AND DOWNLOADS

After successful payment, purchased digital products will ordinarily become available for download.

Where you have a customer account, purchased products may also remain accessible through your account.

Download information may additionally be sent to the email address provided during checkout.

Refera Studios currently intends to provide customers with ongoing access to purchased downloads without a fixed download limit.

However, you are responsible for maintaining your own backup copies of purchased files.

Although we aim to maintain continuing account-based access, we do not guarantee that the Website, customer accounts, or download infrastructure will remain available indefinitely.

We may migrate, replace, modify, or discontinue technical systems in the future.

Where reasonably possible, we will seek to avoid unnecessary loss of access to legitimately purchased products.

20. ACCOUNTS

You may be able to create a Refera Studios account to store order history and access previous purchases.

You are responsible for:

- maintaining the confidentiality of your account credentials;
- using a secure password;
- preventing unauthorised access to your account; and
- ensuring that information associated with your account remains accurate.

You must notify us at **info@referastudios.com** if you reasonably believe your account has been compromised.

An account is personal to the registered customer and may not be sold or transferred without our permission.

21. DIGITAL CONTENT AND RIGHT OF WITHDRAWAL

Refera Studios sells digital content supplied without a tangible medium.

Consumers in certain jurisdictions, including the European Union, may ordinarily have a statutory withdrawal or cooling-off period for distance contracts.

Where permitted by applicable law, you may be asked during checkout to:

1. expressly consent to the supply of the digital content beginning immediately, before the expiry of the statutory withdrawal period; and
2. acknowledge that by giving this consent and beginning the download or access, you lose your statutory right of withdrawal in relation to that digital content.

Where you provide that consent and acknowledgement and the supply of the digital content begins, the statutory withdrawal right may cease in accordance with applicable law.

Nothing in these Terms excludes a withdrawal, cancellation, refund, repair, replacement, price reduction, or other consumer right that cannot legally be excluded.

22. REFUND POLICY

Because Refera Studios products are digital products that can be accessed or downloaded immediately, purchases are generally final once access to or downloading of the digital content has begun.

We ordinarily do not provide refunds merely because:

- you changed your mind;
- you no longer need the product;
- you prefer another character;
- your preferred AI platform produces results you dislike;
- an AI platform changes its functionality;
- you lack the software, hardware, expertise, or third-party service required for your intended workflow; or
- you expected a particular Generated Output that was not expressly promised.

However, this policy does not affect rights you may have under mandatory consumer law.

If a purchased file is corrupted, materially incomplete, inaccessible because of an error attributable to Refera Studios, or otherwise defective under applicable law, please contact info@referastudios.com.

We may, depending on the circumstances and applicable law, provide replacement files, restore access, correct the defect, or issue an appropriate refund.

23. CHECKOUT CONSENT FOR IMMEDIATE DIGITAL DELIVERY

Where required to lawfully provide immediate access to digital content, Refera Studios may require an affirmative acknowledgement during checkout substantially equivalent to:

“I expressly consent to Refera Studios beginning supply of the digital content immediately, and I acknowledge that once supply or downloading begins, I lose my statutory right of withdrawal to the extent permitted by applicable law.”

You should not complete the purchase if you do not wish the digital content to be supplied immediately on this basis.

24. ORDER CONFIRMATION

After placing an order, you will ordinarily receive an electronic confirmation at the email address you supplied.

The confirmation may include information about:

- the products purchased;
- the amount paid;
- applicable taxes;
- download access;
- these Terms or a link to them; and
- where applicable, your consent to immediate digital delivery and acknowledgement concerning the right of withdrawal.

You are responsible for providing a valid email address.

25. PRODUCT CHANGES AND UPDATES

We may improve, replace, reorganise, rename, update, or discontinue products or product listings.

A purchase entitles you to the version and contents of the product supplied as part of that purchase.

Unless expressly promised on the product page, purchasing a product does not entitle you to future expansions, additional reference images, new versions, or future products.

We may voluntarily provide updates or additional files without creating an obligation to continue doing so.

26. WEBSITE AVAILABILITY

We aim to keep the Website and download services available, but uninterrupted availability cannot be guaranteed.

The Website may occasionally be unavailable because of:

- maintenance;
- security measures;
- hosting issues;
- software updates;
- payment-provider issues;
- cyberattacks;
- technical failures;
- force majeure; or
- circumstances outside our reasonable control.

Temporary Website unavailability does not automatically entitle you to a refund where you have otherwise received or retain access to the purchased digital files.

27. USER RESPONSIBILITY

You are responsible for how you use Refera products and Generated Output.

You are responsible for ensuring that your projects comply with:

- applicable laws;
- advertising rules;
- intellectual property laws;
- privacy and personality rights;
- platform rules;
- industry-specific regulations; and
- contractual obligations applicable to you.

A Refera licence does not give you rights to any third-party trademarks, copyrighted material, music, logos, designs, celebrity likenesses, real-person likenesses, or other material that you independently add to your Generated Output.

28. ENFORCEMENT AND TERMINATION OF LICENCE

If you materially breach these Terms, your licence to use the relevant Refera Studios products may be suspended or terminated.

Examples of material breaches include:

- redistributing reference packs;
- selling Refera source files;
- distributing character-trained LoRAs or models in violation of these Terms;
- using Refera characters for prohibited sexual content;
- using Refera characters for fraud or impersonation;

- falsely claiming ownership of a Refera character; or
- repeatedly or deliberately violating the prohibited-use provisions.

Where reasonable in the circumstances, we may ask you to stop the prohibited use before terminating the licence.

For serious, deliberate, illegal, fraudulent, exploitative, or repeated violations, we may terminate the licence immediately.

Following termination, you must stop using the relevant original Refera assets for new projects and cease any prohibited distribution.

Termination does not give you ownership of Refera intellectual property and does not legalise any prior breach.

Any provisions that by their nature should survive termination, including intellectual property restrictions, liability provisions, and dispute provisions, will survive.

29. COPYRIGHT AND INFRINGEMENT REPORTS

If you believe material on the Website infringes your intellectual property or other legal rights, please contact:

info@referastudios.com

Your notice should identify the relevant material and explain the basis of your claim in sufficient detail for us to assess it.

We may remove or restrict access to material where we reasonably believe doing so is appropriate or legally required.

30. DISCLAIMER OF WARRANTIES

To the fullest extent permitted by applicable law, Refera Studios products and the Website are provided on an “as is” and “as available” basis.

Except for rights and guarantees that cannot legally be excluded, we do not warrant that:

- the Website will always be available;
- a product will work with every AI platform;
- a third-party platform will continue supporting particular functionality;
- AI-generated results will be identical to promotional examples;
- character consistency will be perfect;
- Generated Output will be error-free;
- Generated Output will qualify for copyright or other intellectual property protection;
- any particular product will be suitable for a specific commercial project; or
- using a Refera character will produce particular financial, commercial, audience, or creative results.

Nothing in this section limits statutory rights that cannot legally be excluded.

31. LIMITATION OF LIABILITY

Nothing in these Terms excludes or limits liability where doing so would be unlawful.

In particular, nothing in these Terms limits rights or remedies available to consumers under mandatory applicable consumer law.

To the maximum extent permitted by law, Refera Studios will not be liable for indirect, incidental, special, consequential, or purely economic losses arising from your use of a Refera product, including loss of profits, revenue, business opportunity, goodwill, data, or anticipated savings.

Refera Studios is not responsible for losses caused by:

- third-party AI services;
- changes to third-party models or platforms;
- your prompts or workflow decisions;
- unlawful use of Generated Output;
- unauthorised access resulting from your failure to protect account credentials;
- your failure to maintain backup copies of downloaded files; or
- your violation of third-party rights or platform terms.

Where liability may lawfully be limited, Refera Studios' aggregate liability arising from a particular purchased product will not exceed the amount you paid to Refera Studios for that product.

This limitation does not apply where applicable law prohibits such a limitation.

32. INDEMNIFICATION

Where permitted by applicable law and particularly where you use Refera products in the course of a business, you agree to indemnify and hold Refera Studios harmless from third-party claims, losses, liabilities, damages, and reasonable costs arising directly from:

- your unlawful use of a Refera product;
- your breach of these Terms;
- your prohibited distribution of Refera assets;
- your infringement of third-party rights; or
- content you create or distribute using Refera products.

This provision does not reduce any mandatory rights available to consumers.

33. FORCE MAJEURE

Refera Studios will not be responsible for delay or failure to perform obligations caused by circumstances beyond our reasonable control, including major internet outages, hosting failures, cyberattacks, natural disasters, governmental action, war, civil unrest, widespread infrastructure failure, payment-network outages, or similar events.

Mandatory consumer rights remain unaffected.

34. CHANGES TO THESE TERMS

We may update these Terms from time to time, for example to reflect:

- changes to our products;
- changes to our Website;
- new technologies;
- legal or regulatory developments;
- security requirements; or
- changes to our business model.

The date at the top of these Terms indicates when they were last updated.

Changes will generally apply prospectively.

Where you purchased a product under an earlier version of these Terms, we will not retroactively remove material licence rights already granted to you unless this is reasonably necessary to comply with law or address illegal, fraudulent, harmful, or abusive conduct.

35. SEVERABILITY

If any provision of these Terms is found invalid, unlawful, or unenforceable, that provision will be interpreted or limited to the minimum extent necessary, and the remaining provisions will continue in effect.

36. NO WAIVER

If Refera Studios does not immediately enforce a provision of these Terms, this does not mean that Refera Studios has waived the right to enforce that provision later.

37. ENTIRE AGREEMENT

These Terms, together with any product-specific licence terms, Privacy Policy, Refund Policy, and other terms expressly incorporated into your purchase, constitute the agreement between you and Refera Studios concerning the relevant products and Website use.

If product-specific terms expressly conflict with these general Terms, the product-specific terms will apply to that product to the extent of the conflict.

38. GOVERNING LAW

These Terms are governed by the laws of the **Netherlands**, without regard to conflict-of-law principles.

If you are a consumer, this choice of law does not deprive you of mandatory consumer protections that apply to you under the laws of your country of residence where those protections cannot lawfully be excluded.

39. DISPUTES AND JURISDICTION

Before commencing formal legal proceedings, we encourage you to contact us at **info@referastudios.com** so that we can attempt to resolve the matter.

Subject to mandatory applicable consumer law, disputes arising from these Terms or purchases from Refera Studios will be submitted to the competent courts of the Netherlands.

If you are a consumer, you may also have the right to bring proceedings in the courts of your country of residence where applicable consumer law provides that right.

Nothing in this section limits any mandatory dispute-resolution or court rights available to you.

40. INTERNATIONAL CUSTOMERS

Refera Studios sells digital products internationally.

You are responsible for ensuring that purchasing and using our products is lawful in your jurisdiction.

Certain provisions of these Terms may be subject to mandatory local consumer laws.

Where a mandatory law applicable to you provides greater protection than these Terms, that mandatory law will apply to the extent required.

41. CONTACT

Questions regarding these Terms, your licence, an order, or a Refera Studios product can be sent to:

REFERA STUDIOS

KvK: 42195155

Tweede Jacob van Campenstraat 93 1R, 1073XP, Amsterdam

The Netherlands

Email: info@referastudios.com

Website: referastudios.com

