

# End User Illustration License Agreement

## OVERVIEW OF TERMS AND CONDITIONS

This licensing agreement/contract is a legal agreement between you and MalaneNewman.com (represented by Malane Newman). Read this entire text BEFORE you license, use or borrow any content from Malane Newman or MalaneNewman.com. Within this contract, the term “content” is defined as a single image or multiple images, either in the form of illustration, photography, or digital creation that MalaneNewman.com owns, has created, or is legally authorized to sell and provide licensed usage for a fee or is commissioned and/or owned illustration by clients of Malane Newman.

This licensing agreement is applicable to you as an individual, your employer, and any company or other entity that you are representing or servicing. If you terminate association with the company that has licensed MalaneNewman.com content, the company may continue to make use of the content pursuant to this agreement. However you may not make a copy of the content, or transfer the content to a new place of employment, or to your own company. This is a single usage and single user agreement/contract.

## COPYRIGHT OF CONTENT

The content contained on MalaneNewman.com and related print media is copyrighted and protected by the intellectual property laws of the United States, the Digital Millennium Copyright Act (DMCA), and the Berne Convention. The usage rights for any reproduction of this content must be purchased, and full payment received, prior to publication. The use of content is licensed, not sold, and the content remains the sole and exclusive property of MalaneNewman.com, Malane Newman, or Commissioning Clients of Malane Newman. You agree not to make, authorize or permit any use of any content until usage rights have been obtained, and payment has been received. Any content use without prior permission and payment is a violation of applicable law.

The content may only be used in its original version. Any adaptation, rearrangement, variation (e.g. redrawing, copying, photographing, publishing in cutout form, photo-recomposition, etc.), reproduction, and/or public rendering is prohibited. Individuals or entities purchasing a license have the right to optimize the content for printing, to transform the content into a different file format, or to change colors to accommodate the licensee’s project need. Further modifications must be requested and approved in writing by MalaneNewman.com. It is acceptable to produce a limited number of backups digital copies (no more than 5) exclusively for internal security and production reasons. These copies are required to be destroyed at the expiration of the license.

## PERMITTED USAGE OF VISUAL REFERENCE CONTENT

Unless expressly listed as a free download (single content transfer per end user), all of the images located on and stored in the MalaneNewman.com website are for visual reference only. However this visual reference content may be downloaded from the website for use in a layout or “mockup.” The term “mockup”, as used in this licensing agreement, means a single design layout, and/or draft proposal that is intended for internal, non-publication use only for presentation to a client or for use by a party as an idea/conceptual visual aid.

MalaneNewman.com content may not be displayed beyond this level of usage without first rendering payment of the full usage license fee for the desired content. Specifically, no visual reference content may be published in any format nor placed on a server for public electronic distribution.

#### PERMITTED USAGE OF LICENSED CONTENT

You may publish licensed content pursuant to the specified usage terms and conditions stated in the usage-license invoice provided to you by Malane Newman, upon payment and pursuant to the terms set forth below:

- a. The content may be licensed by only one individual, company, or corporation for only the purposes stated in the usage-license invoice.

#### PROHIBITED USES

You are NOT allowed to:

- a. sell, re-sell, sub-license, rent, lend, or otherwise distribute the content alone or as part of a collection;
- b. provide a copy of the downloaded content, or any portions thereof, to anyone or allow anyone to gain access to the content;
- c. make the content available in a downloadable format on the internet or use as the content of a website unless expressly authorized;
- d. share the content on any peer-to-peer network or similar software/protocols that allow other people to have access to your files;
- e. post/upload any file obtained from our website to a website intended to facilitate transfers/downloads of files via the Internet by individual users or user groups;
- f. post/upload any file obtained from our website to a video sharing site such as YouTube or Drawing/Tutorial site.
- g. copy, edit, modify, replicate or re-master the content in any way;
- h. broadcast the content over the internet, television, or radio;
- i. repackage the content with any other collection of products for distribution or resale;
- j. use the content in videos (or media) for use, resale or reproduction;
- k. do anything with the content that is not expressly permitted in this agreement.

You agree not to use the content in a defamatory context, or in conjunction with any other materials that may be deemed to be defamatory, either by altering the content, or by adding accompanying text and/or graphics. You agree to assume all responsibilities for legal defense of licensed content if such an occasion occurs.

MalaneNewman.com and Malane Newman give no rights or warranties with respect to the use of product names or other works that may be depicted/included in our content. Although the content on MalaneNewman.com is original and copyrighted, the visitor/licensee must exercise due diligence to ensure that all necessary or required peripheral rights, consents or permissions are secured prior to publishing the content. You agree to hold MalaneNewman.com and Malane Newman harmless from any and all claims and expenses arising from your use of MalaneNewman.com content.

#### COMPENSATION FOR UNAUTHORIZED USE

As it may be difficult to determine the actual damages resulting from any unauthorized usage you agree to the following:

If you utilize MalaneNewman.com content beyond the scope stated in this agreement and on your usage-license invoice or you fail to make full payment for your usage prior to publication, you agree to pay, as liquidated damages, a sum equal to five (5) times the listed license fee within ten (10) days of receipt of a violation billing notification. If you fail to comply with the violation billing notice, you acknowledge that the liquidated damage provision shall be void, and that MalaneNewman.com has the right to sue for copyright infringement, for which a fee of not less than ten (10) times the normal license fee, plus attorney's fees, and all associated costs will be recovered.

#### COPYRIGHT PROTECTION

Each reproduction of all MalaneNewman.com content regardless of format of publication must be copyright protected. All content must bear a visually obvious credit line "© MalaneNewman.com" or "© Malane Newman". You agree to provide statutory copyright protection of content by registering any work in which MalaneNewman.com content appears in a timely manner.

#### PAYMENT TERMS

No usage rights are granted, and no image downloading or copying is permitted, until full payment has been received. Once your payment has been made by credit card, wire transfer, check, or cash, usage-license is granted. All usage-license fees are non-refundable, regardless of actual use/non-use. Downloading or copying of all or any portion of the invoiced content obligates you to all terms and conditions set forth in this agreement/contract. Any dispute or disagreement with the usage-license invoice must be submitted in writing within ten (10) days of

the invoice date. After the ten (10) day period, the usage-license invoice shall be deemed accepted, and its terms valid as issued.

The above terms are governed by Article 2 of the Uniform Commercial Code.

#### GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the copyright laws of the United States and geographical jurisdiction of Hemet, County of Riverside, California. All terms of use conflicts or unauthorized use conflicts shall be processed through courts located within Hemet, County of Riverside, California.

#### DISCLAIMER

MalaneNewman.com reserves the right to modify this agreement at any time without further notice.

If you have any questions related to this agreement or would like to buy a special license to use our content in a way not permitted by this agreement, please contact [malane@malanewman.com](mailto:malane@malanewman.com).

(Last updated August 8, 2013)