

don't let your photos go undressed!

photoDUDS Commercial License - Terms of Use

Copyright ©2010 by photoDUDS [Updated on March 4, 2010]

These terms and conditions are subject to change at any time. Changes will be applied retroactively, applying to all products purchased under this and/or any previous terms and conditions.

By purchasing and/or using these products, you agree to the following terms:

This use agreement pertains to purchase of a Commercial License ("LICENSE" and other forms: "LICENSES", "LICENSED", "LICENSING").

The graphic files contained in photoDUDS DVDs, CDs or digital downloads are products ("PRODUCTS") of the original designer ("ORIGINATOR") and are being distributed by photoDUDS ("LICENSOR"). The purchaser of a LICENSE ("LICENSEE") of these PRODUCTS may use, copy, and modify these PRODUCTS to create resale items and marketing materials as defined below.

These PRODUCTS are LICENSED to the LICENSEE only, and are not to be shared, loaned, rented, resold, distributed, installed onto more than one computer, transferred, or posted across a bulletin board, network, modem, Internet or web page in their full or partial original form. The LICENSEE has a LICENSE to create derivative designs using the PRODUCTS, but is not LICENSED to re-distribute them in their full or partial original format.

These PRODUCTS may be installed onto a maximum of 5 individual computers owned by said LICENSEE.

LICENSEE may not make copies of the PRODUCTS on any electronic or physical medium (including CDs, diskettes, or other storage medium) for reasons other than back-up purposes. Do not share the PRODUCTS with anyone.

Albums, Booster Packs, Brushes, Card Sets, Collections, Collection MINIs, DUDlets, Marketing Kits, Photographer's Toolkits and Storyboards:

- LICENSEE may design derivative work and may personally sell such work to the final recipient for profit as a result of their design work using the LICENSED materials.
- LICENSEE may use design derivatives for marketing purposes of their own business.

Examples of correct usage:

- Resale of design derivatives as completed cards or albums with LICENSEE'S photographs in a flattened [.jpeg or .tif] format.
- Resale of design derivatives in printed format.

Examples of incorrect usage:

- Consumer or commercial resale of the PRODUCTS in original form.
- Use of the content for any harmful, pornographic, racial material, or material that may be deemed harmful/offensive to another person.
- Creation of design derivatives for sale or delivery to a party between LICENSEE and final recipient. An example would be a studio, group, lab, or individual that produces design derivatives for other studios, groups, labs, or individuals who are not the final recipient of the design derivatives.

DUDdrops:

- LICENSEE may design derivative work for their own personal/commercial use with the LICENSED materials.
- LICENSEE may use design derivatives for marketing purposes of their own business.

Examples of correct usage:

- Design derivatives as backdrops to be used by LICENSEE.

Examples of incorrect usage:

- Resale of design derivatives in printed or digital formats.
- Consumer or commercial resale of the PRODUCTS in original form.
- Use of the content for any harmful, pornographic, racial material, or material that may be deemed harmful/offensive to another person.
- Creation of design derivatives for sale or delivery to a party between LICENSEE and final recipient. An example would be a studio, group, lab, or individual that produces design derivatives for other studios, groups, labs, or individuals who are not the final recipient of the design derivatives.

LICENSEE hereby acknowledges that LICENSEE is LICENSING the PRODUCTS for commercial use as described herein. LICENSEE hereby agrees to pay liquidated damages to LICENSOR in the amount of \$5,000.00 for any use not covered herein. In addition, should LICENSOR incur any attorney fees or other costs in collecting and/or enforcing this liquidated damages provision, LICENSEE agrees to reimburse LICENSOR for all such fees and/or costs. The parties acknowledge that the liquidated damages set forth herein are reasonable in amount.

Copyright Policy:

All copyrights to all original files, elements, graphics, and kits (PRODUCTS) are retained by the ORIGINATOR with all rights reserved. No copyrights are inferred or transferred to LICENSEE or any party LICENSEE may sell to.

Unauthorized Use:

It is illegal to reproduce or distribute copyrighted material without the permission of the copyright owner. This LICENSE is not transferable in any way, shape, or form.