

PIXEL PAPER PRINTS, LLC

POLICIES/TERMS OF USE

THE FOLLOWING TEXT IS A COPY OF THE POLICIES SECTION FROM MY SHOP:
https://www.etsy.com/shop/pixelpaperprints/policy?ref=shopinfo_policies_leftnav

Pixel Paper Prints, LLC, let's call me "the Artist" or "Pixel Paper Prints", graphics are designed for small or home based business, or personal use*. The purchaser, that's where you come in, let's call you "the Client", by clicking "Purchase" on Etsy, that's your way of saying that we see eye-to-eye on these policies. When you purchase a product from Pixel Paper Prints, that means that you've read all of these terms, and that you think that they're pretty beneficial for both of us.

Pixel Paper Prints graphics are created to be used for personal use and for small businesses. If you want to mass produce an item, the license that would work best for you is the mass production license.

→You can check out more under LICENSES in "General Conditions".

For your convenience, I make sure to include a file with all of these Terms of Use in the same folder of the set you purchased so you can check it at any time.

It is a joy to see how my products are used in such different, inventive and ingenious ways. I see the love that I put in, mirrored in the work of my clients and I'm happy to see that these images have been able to create other amazing designs as well as generate income on behalf of the designers who use my images. I am happy to provide the highest quality images so that I can keep working with fantastic artists and creators and I hope that they feel the same way. To be able to maintain this great relationship, I ask you again to take the time to understand and follow these policies and ask me questions when you have them. Maybe at first sight they might seem like there are too many, but they are actually very simple, I just tried to be as specific as possible by mentioning examples of permitted and prohibited uses of my artwork.

All these conditions are not arbitrary and they all have the purpose of helping us work in a cooperative and friendly manner: by providing you with the best images you can possibly find for the best value, and, in that way, you can save money for your personal projects and even make a profit by using them in your commercial projects, and at the same time, my work is going to be protected, so it is a win-win for everyone.

There's this newish law that talks just about digital copyrights and the protections that people who have the copyrights get. It's called DMCA and even if you don't get the images from my Etsy shop, you'll still need to abide by what it says. The same happens with International and U.S. copyright laws, they must be always followed.

So, please continue reading to find out all the things you need to know before starting with your projects in which you incorporate my artwork. These are the things that you need to keep in mind:

- Use these images only for the permitted purposes and with the characteristics described here and never use them in a way that I didn't authorize.
- Do not share my files: You are the owner of a non-transferable license of use of the item you purchased –please keep your invoice number. If you share these files or if you facilitate others in using these images for free, your license will be voided and you and the other users of such graphics will be committing a copyright infringement.
- Do not claim them as your own, even if they are modified or used as part of another composition.

Each one of these points is explained with detail below.

PERMITTED USES*

When using my graphics for any project that is not just for personal use, credit must always be given to Pixel Paper Prints when using the images in your shop and/or website. This must be legible and apparent. Giving credit in a caption "Images by Pixel Paper Prints" or in the product description are both great ways to give credit.

Ok, so here's a scenario... Let's say you want to buy my graphics for commercial use, but you don't want to say that you purchased those graphics at Pixel Paper Prints on your product or site or anywhere else. We can work with this, we'll just need to work with a different license. The license I'm talking about here is called a "License for commercial use with no credit required."
→See more of LICENSES in item's descriptions and also in "General Conditions". Please contact me for more information.

When Pixel Paper Prints images are used as part of any design to sell and/or display online, you need to follow the REQUIREMENTS FOR PREVIEW IMAGES listed in "General Conditions"

-DIGITAL PRODUCT DESIGNERS: You can use Pixel Paper Prints digital papers and clip art images personally or commercially to create digital printable files with the following restrictions:

- Files must be in a flattened format (JPEG or PDF file with no layers). Individual elements** from Pixel Paper Prints must not be extractable.
- The graphics need to be used as part of your own design/composition and cannot be sold as they are.
→See definition of "as they are" in "General Conditions"
- You cannot sell these graphics using them to create template printables or as blank designs for others to personalize or customize.
- All digital products sold to a third party must be for PERSONAL USE only. (Your customers cannot resell your products).
- Digital stamps can only be used in digital products to sell when they are being used as part of a design created for educational material.

Examples: Invitation, wrapper, topper, posters, party hats, thank you notes, or any other digital printable file in which Pixel Paper Prints graphics are part of a new design.

-PRINTED PRODUCT DESIGNERS: You can use Pixel Paper Prints graphics as part of your own design for printed (physical) items. They can be used for personal or commercial projects.

Examples: Stationery products, handmade or printed cards, brochures, flyers, business cards, calendars, printed party supplies, games, paper stickers and transfer images for clothes, edible paper, product labels or any other printed product in which Pixel Paper Prints graphics are part of a new design.

You can also create stationery or other PRINTED products at Zazzle, Cafe Press, Etsy and in your own store but if you reach 1000 sales of products in which you used images included in one set you need to purchase a mass production license.

→See CONDITIONS TO USE A THIRD PARTY TO PRODUCE YOUR ITEMS in "General Conditions".

-HANDMADE PRODUCT SELLERS: You can use Pixel Paper Prints graphics as part of your design for personal use or for handmade items to sell.

-STICKER SHEETS (only physical format) are a permitted product. Please keep in mind that, when using Pixel Paper Prints' graphics, the images used in your listing/website need to be a photograph of the printed product you are selling AND/OR you have to place a watermark on top of all the elements. Never display Pixel Paper Prints in high resolution.

→ For more information see REQUIREMENTS FOR PREVIEW IMAGES in "General conditions"

Examples: Jewelry, clothing, hats, accessories, home decoration, ceramic cups, melamine cups and plates, pins, bottle cap magnets, pendants and bows (No collage sheets/bottle cap images in digital format).

→ See CONDITIONS TO USE A THIRD PARTY TO PRODUCE YOUR ITEMS in "General Conditions".

-LOGO AND WEB DESIGNERS: You can use Pixel Paper Prints graphics commercially to create Logo and web designs for personal use or to sell. For logo design you can use these graphics as part of your design but you may not sell a graphic as is as a LOGO by itself. Please keep in mind that these graphics are not exclusive, so you and/or your customer won't be able to copyright /trademark your logo because it would include images that are already copyrighted.

For Website/ Blog designs, banners, headers, footers, buttons, storefronts, graphics can be used only if the design is flattened, in 72 dpi and Pixel Paper Prints graphics must not be extractable. Web designs need to be personalized for each customer.

-DIGITAL SCRAPBOOKERS: You can use them on any PERSONAL scrapbook project, either printed or digital, but you cannot use them to sell them as digital scrapbook or graphic element kits.

-EMBROIDERY DIGITIZERS: You can use Pixel Paper Prints products in embroidery designs for personal or commercial use, in physical form or in digital format.

→ All digital embroidery graphics/designs sold to a third party must be for PERSONAL USE (Your customers cannot resell your products).

-TEACHERS, EDUCATORS: You can create games or educational sheets for personal or commercial use. If these educational items are sold in digital format, you must credit Pixel Paper Prints inside your PDF file and on your blog or wherever you display the file and follow the same restrictions as digital product designers mentioned above.

-ADVERTISING DESIGNERS/AGENCIES: Generally speaking the graphics of Pixel Paper Prints of not permitted for use by advertising designers/agencies. As with all generalizations, arrangements can be made on a case-by-case basis.

-MOBILE APPS AND MOBILE DEVICE THEMES DESIGNERS: If you wish to use my graphics in your mobile project, contact me to arrange an agreement BEFORE purchasing my graphics.

***OTHER USES APPROVED IN WRITING BY PIXEL PAPER PRINTS:**

Due to the fact that the possibilities to use Pixel Paper Prints graphics are endless, the items mentioned above are just examples of accepted use. However If you are interested in selling a product that is not mentioned here, if you are not sure if your product fits in any of these categories, or if you have questions about any of these terms, please contact me through Etsy Conversations or send an email to: info@pixelpaperprints.com and tell me more about your product specifications so I can tell you if the use is allowed.

******When talking about Pixel Paper Prints graphics, a single image contained in one file (from the original set received) counts as an element.

GENERAL PROHIBITED USES*

-You cannot claim any Pixel Paper Prints graphic as your own under any circumstances –even if you alter the graphics in any way or if you are using them as elements of your design.

→See more details about COPYRIGHT in “General conditions”

-You cannot sell Pixel Paper Prints graphics as they are.

→See definition of AS THEY ARE in “General conditions”

- You cannot share or trade Pixel Paper Prints graphics as they are in any digital format.

→See more details in DO NOT SHARE in “General conditions”

→See ALLOWED FORMS OF SHARING in “General conditions”

-DIGITAL COLLAGE SHEETS, BOTTLE CAP IMAGES, DESIGN SHEETS FOR SHRINKABLE PAPER, SCRABBLE IMAGES/SHEETS AND ANY PRODUCT THAT RESEMBLES THEM, ARE NOT ALLOWED. You can create them for personal use, however you cannot sell them in digital format.

-You cannot sell SVG files, files for cutting machines or any DIE-CUT product that uses or resembles Pixel Paper Prints artwork.

-You cannot trace, copy or create images that are inspired in Pixel Paper Prints artwork to sell and/or to claim them as your own.

- The selling of Pixel Paper Prints graphics or papers in a digital scrapbook kit/set/collection is not permitted, even if one or all the elements are altered and/or mixed with other elements that are not from Pixel Paper Prints.

-The use of Pixel Paper Prints graphics to make RIBBON, FABRIC or TAPE is not permitted when using a third party to produce it. A third party is defined here as any person/organization separate from that of the purchaser. DIGITAL PAPER designs cannot be used to print fabric.

- Pixel Paper Prints graphics cannot be used to create new clip art images, digital papers to sell or any product that resembles them. You also cannot use any Pixel Paper Prints artwork to create printed papers.

-The use of Pixel Paper Prints graphics in design template applications intended for resale, whether online or not is not permitted. This includes, but is not limited to, business card templates, electronic greeting card templates, brochure design templates, website templates and flash templates.

- The use of Pixel Paper Prints graphics for business promotional uses in which high resolution images that do not include a watermark appear is not permitted, since this violates my rights as copyright owner. This is the case even when the product being sold meets all the requirements.

*Any application/use of Pixel Paper Prints graphics that goes against any of the terms mentioned in this policies section or that violates any International or U.S. copyright law is not allowed.

GENERAL CONDITIONS

-COPYRIGHTS ALWAYS REMAIN WITH PIXEL PAPER PRINTS, LLC.

Your purchase of any graphic from Pixel Paper Prints grants you a license to use it for personal or commercial purposes with all the conditions mentioned in this policies section. This license is non-transferable and non-exclusive and it does not transfer ownership of copyright.

In your publications, avoid using terms like "Copyright", "All rights reserved", copyright symbols or any branding or marking that implies directly or indirectly that you are the author of Pixel Paper Prints artwork.

If the listing (preview images and/or text), packaging, label/tag or product includes a statement to express that you are the creator of a DESIGN in which Pixel Paper Prints products are being used as elements of said design, it must be specified that commercially licensed digital clip art and/or digital papers are being used to create the item and give credit to Pixel Paper Prints for the images that are being used.

-DO NOT SHARE

The low price of the images that are sold in this site is made possible for two main reasons: the non-exclusivity of them, and the fact that the licenses of use are non-transferable. Since the license is granted only to the purchaser (the Client) of a graphic or a set of graphics, any practice that allows others to use the graphics that were licensed to you, is not allowed.

The following uses are examples of what is NOT allowed for any of Pixel Paper Prints artwork and/or files:

- To share the link you received to download your files so another person can download it too.
- To copy or to transfer the files you received to someone else. This includes a complete set or an individual element or file even if it was renamed and/or altered.
- To publish images on any site in a way that enables/facilitates others to copy them or to extract them. This includes but is not limited to: publication of Pixel Paper Prints artwork in high resolution*, publication of artwork with no visible watermark, publication of individual graphics on a white or plain background.
- To create and publish an image in which Pixel Paper Prints artwork can be easily extracted for others and used to create a new design.
- To upload a complete set or individual graphic elements from Pixel Paper Prints to any site so others can download them (even if the files were renamed and/or altered).
- To trade files or to exchange them with others in order to receive more graphics, money and/or other goods in return.
- To gift or rent the artwork to someone else – If you are buying this set/license for someone else, you need to specify this at the moment of making the purchase in the note to seller at checkout and include the email address and name of the person who is the intended licensee.

-Indiscriminately displaying all files included in any of the sets, including different color variations for the same base objects (for example, a flower with a red motif and yellow motif and a blue motif).

*Any graphic element from Pixel Paper Prints published in a larger size than the size displayed in Pixel Paper Prints previews is considered to be in high resolution, however if due to the characteristics of your product you need to publish an image with the elements it in a bigger size, please contact me so we can talk about a way to display them that is convenient for both of us.

→ For more information see REQUIREMENTS FOR PREVIEW IMAGES in "General conditions"

-PERMITTED FORMS OF SHARING

Creating a design or activity in which the Pixel Paper Prints artwork that you bought is used to share free of charge with your customers/users is permitted. If you are interested in doing this, you must follow these requirements:

- Pixel Paper Prints graphics need to be elements of your own design/composition and cannot be shared as they are. → See definition of "AS THEY ARE" in "General conditions"
- Clip art images cannot be on a white background
- Your digital design shared with your customers/users must be for PERSONAL USE only (this needs to be specified in any site where you display it to be downloaded).
- The file that you share needs to be in a flattened format.
- Clip art images from Pixel Paper Prints need to be at least 50% smaller than the original size of the images you received when you purchased them.
- You need to credit Pixel Paper Prints WITHIN of the design you are sharing.
- Digital stamps cannot be used in designs or activities to share.

If for any reason it is not possible for you to follow one or more of the requirements mentioned above, it is possible to make an exception for you, but first you need to request a written authorization from the Artist. Please contact me through Etsy conversations or to the email: info@pixelpaperprints.com and include a sample of the image you want to share in the actual size and format that you are going to share it with your customers/users in order to evaluate your request.

-“AS THEY ARE”

“As they are” referring to my graphics means that they maintain their original appearance, even when they have been printed or applied to your product.

When you use any graphics from Pixel Paper Prints for commercial purposes, they CANNOT be sold “AS THEY ARE”, which means that you cannot sell any image that you purchase in this shop as the only graphic element* in your product. Pixel Paper Prints Graphics used in your products need to be sold as part of your own design/composition, accompanied in conjunction with other graphic elements.

---What is accepted as your own design?---

In general, when selling items in DIGITAL format or physical FLAT products (such as clothes, stationery, stickers, posters, etc.), any composition in which you combine various elements* overlapping each other –especially if you combine my graphics with your own elements- and/or when my graphics are on a patterned background and the result is a visible different image from the original graphic you received, it is an accepted design.

It is NOT an accepted design when you place a graphic element, text or frame next to my graphics (without overlapping/touching them) on a white background.

When using Pixel Paper Prints graphics to create embroideries or TRIDIMENSIONAL physical products to sell, it is acceptable that you do not create a completely new graphic composition. Graphics that are being applied to a tridimensional object or the transformation of graphics to stitches from their digitized form for embroidery creates a sufficiently different product from the original images sold in Pixel Paper Prints. In these cases, any minor change such as a color change or the addition of another graphic element or text next to my graphics would satisfy the “do not use AS THEY ARE” statute.

*When talking about Pixel Paper Prints graphics, a single image contained in one file (from the original set received) counts as an element.

-REQUIREMENTS FOR PREVIEW IMAGES

As is mentioned in the "Do not share" section of these policies, no image must be published in a way that facilitates others to use Pixel Paper Prints graphics that were licensed to you. For this reason, if your online shop, blog, website, listing, etc. shows an image that features products or designs created using Pixel Paper Prints graphics, it is necessary to follow these requirements*:

- Add a visible watermark across the artwork.
- Do not display Pixel Paper Prints graphics in high resolution/large size.
- Do not display Pixel Paper Prints graphics on a white background.
- Do not display single graphics from Pixel Paper Prints as one image.

These measures will not only protect the artwork, but they will also help you protect your own products and/or designs.

*In cases when the image you want to display is a photograph of the final physical product and Pixel Paper Prints graphics cannot be extracted, these requirements for your previews are optional. Please keep in mind that watermarks are always recommended to protect your own images.

-CONDITIONS TO USE A THIRD PARTY TO PRODUCE YOUR ITEMS

Third party (defined here as any organization, person or business separate from that of the purchaser) use for producing your items is permitted for personal or commercial use when Pixel Paper Prints graphics are used as elements of the design.* However, the responsibility is that of the Client for the images transferred and the use that is given to Pixel Paper Prints artwork through the files provided to third parties. It is because of this that the company, business or individual that will print or manufacture the item or product needs to guarantee that any design/file/image that is handled will only be used for the production or creation of the exact number of items that you are ordering and not for any other purpose. When the third party is used to print an image bigger than U.S. tabloid size (17 x 11 inches), when the item you are going to produce is printed in other material that is not paper or when you are going to produce a tridimensional product, a written contract from the third party with this specification is required.

Sales and production by print-on-demand sites such as Zazzle or Cafepress is permitted so long as all of the requirements stated in the policies section are followed and that the appropriate license for the quantity of items sold is obtained.

*The production of graphics ribbon, fabric or tape designs with Pixel Paper Prints graphics by a third party is NOT permitted.

-SETS AND INDIVIDUAL ELEMENTS RECEIVED AS FREEBIES

Any set or individual graphic received from Pixel Paper Prints as a gift or as part of a promotion is subject to the same conditions as any purchased item (example: buy 3 get 1 free). Files received as samples are not licensed for sale and cannot be used for commercial purposes.

-CUSTOM IMAGES AND SPECIAL FORMATS

The content of each set, the colors and sizes of the images as well as the format of the files you are going to receive is described in each listing.

No custom changes or formats that are not mentioned in the description are included when you purchase an item. If you require a special format, a color change or images in a larger size, please contact me through Etsy conversations before purchasing an item so I can let you know if I'm able to work on a custom order for you at that moment and also the cost of that work.

Vector files (.ai, .eps .svg, etc.) are only available for custom exclusive work and not for any of the products listed in my shop.

-DIGITAL STAMPS FOR COMMERCIAL USE.

Digital stamps can always be used for personal projects, however, when used for commercial purposes they need to be sold as part of the design of a PHYSICAL product and cannot be sold as they are (see definition of “as they are” above).

The only exception in which digital stamps can be used for digital products for sell is when you create educational material. As is the case with all products from Pixel Paper Prints, digital stamps need to be sold as part of your own composition included in your games and activities that are created only for educational purposes.

-CONFIRMATION

Please keep your invoice number for a possible future verification*. Pixel Paper Prints has the right to confirm the purchase of a license by the Client at any time.

The Client has no obligation to retain the same name that she used when she made the purchase, and thus may change it and the license will follow that owner. However, the license for one single set follows only one business at a time for each set purchased. For this reason and to ensure that the user of Pixel Paper Prints graphics legally purchased them, you might receive a friendly message requesting a proof or purchase of the graphics included in your products, blog or website. This protects both the Client and the Artist.

Those parties whom refuse to respond, will be notified that they must cease sales or use of the products. Failure to provide adequate proof of legal acquisition of products and proper licenses also voids prior agreements and revokes the license. Parties who continue to sell products using Pixel Paper Prints graphics without a valid commercial license or without providing proof of purchase, will be considered in copyright violation, no further licensing will be granted with Pixel Paper Prints of any kind and legal action might be taken depending on the severity of the violation.

When you place an order in my shop, it is possible that I might need to contact you to confirm that you have read my terms of use and to make sure that the intention of your purchase is to use them only for the authorized purposes mentioned in my policies section. Once I receive a confirmation from you I will proceed to send your files. If, however, I do not receive a confirmation from you within 24 hours I will proceed to cancel the order and to send you a complete refund to the PayPal account you used to make your purchase.

By default my policies are in English, but I also have them available in Spanish for the customer's convenience. Since it is essential that all the conditions of my shop and the terms of use of the items I sell are understood and agreed to before purchasing an item, I will not be able to complete the transaction and I'll need to cancel an order if the customer is not able to demonstrate that he/she has read my policies in any of the languages mentioned. This is in order to assure the correct use of my graphics and also that all these conditions are beneficial for the customer.

*When purchasing from Etsy, you will always have access to your purchase records and invoice numbers through your Etsy account.

LICENSES

-STANDARD LICENSES

The standard licenses included in the item you purchase are:

- License for personal use: Any personal project in which no profit is made.
- License for commercial use: If you have a small or home-based business, you can use any of the images you purchase in my shop in your products to sell (see Permitted Uses and restriction above). With this license it is necessary to give credit to the Artist with the

legend "Graphics by Pixel Paper Prints". Credit needs to be placed in your product description, on the same page as the product in a legible manner.

A license is granted to the purchaser of an item, however, if you are buying these graphics for someone else, please mention it in the note to seller and include the name and email of the person for whom you are buying this license.

-EXTENDED LICENSES

If you are interested in one of the following licenses, please contact me so I can create a listing for you to purchase them.

- License for commercial use with no credit required: If you want to use my graphics in your products and you do not wish to credit my shop, this is the required permit. One license needs to be purchased for every set of graphics for which you do not want to credit my shop. The cost of it for most of my sets is \$20.
- Mass production license: This license includes all of the benefits from both the standard and extended licenses and eliminates the 1000 piece reproduction restriction. You need to purchase this license if you intend* to sell more than 1000 products using one or more elements from a single set of graphics as part of your product design (physical and/or digital). One license needs to be purchased for each set of graphics that you are using in 1000 units, either if you are using just one element of the set or a combination of elements from the same set.

The limit of 1000 sales or copies of products in which you use Pixel Paper Prints graphics can be explained by the following acceptable EXAMPLES:

- 1000 more using a single element or various elements from the same set.
- 1000 sales of any single element from a set, 1000 sales of a completely separate element from the same set and so on.
- 700 sales of a design/product in which you are using one or more elements of one set and 300 sales of a different design/product in which you are also using one or more elements from the same set.
- With printed invitations, the number of times the element is printed for the final product is counted as the number of copies and count against the final total. So if a Client asks for 50 invitations, that gives you 950 remaining copies in your standard license pool.

The same conditions apply when you sell on print-on-demand sites such as Zazzle or Cafepress, this means that if you sell 1000 products or more using one or more images from the same set, you need to purchase the mass production license for the set or sets that are being used in such products.

All the licenses are non-exclusive and non-transferable.

The extended licenses do not include the graphics, so you need to purchase the images separately.

*If at the moment of starting selling your products you didn't know that you were going to reach the 1000 reproductions, you can come back and purchase the mass production license when you are getting closer to this number of sales, downloads and/or reproductions.

All customers must follow the requirements mentioned above. Exceptions to these terms might be allowed but, in order to do something different from what is stated in this agreement, you need an express written authorization from the Artist (Belen Martindale/Pixel Paper Prints). The Artist reserves the right to give a special authorization to customers depending on the unique nature of each situation. Exceptions made are always private in order to protect trade secrets or business models of the Artist and the Client. For this reason, the details that allow one buyer to be granted an exception do not affect other buyers.

At the time of purchase, all of the conditions are agreed upon. If at any time one or more of these conditions is not properly executed, the license of use for one or more sets purchased may be revoked and legal action may be taken depending on the severity of the violation. Even though the vast majority of the violations may be committed involuntarily or due to a misunderstanding of the terms of use, an effort will be made to contact the buyer first and present necessary changes to meet Pixel Paper Prints requirements. The revocation of the license would only be used as a last recourse and would proceed only if multiple attempts for contact are ignored from the Artist and/or the explicit or implied refusal to comply with Pixel Paper Prints terms after these attempts of communication are made.

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