

# **Creators Licence**

Thankyou for your purchase!

# **Short Version**

- Unlimited Personal Use
- 10,000 physical items commercial use
- Online selling of products
- Must credit Smoke and Strawberries on online listings
- No direct file sharing or selling
- May sell digital designs based on or using elements of my designs
- Must provide copy of my basic licence to your digital customers.

More files and limited support are available from http://www.smokeandstrawberries.com

If you have obtained this file for free and wish to make a donation you can via https://www.paypal.me/smokeandstrawberries

I look forward to seeing your creations,

Cole.

# **Full Version**

# 1. Copyright

The enclosed file(s) is/are the intellectual property of its respective author, provided it is original, and is protected by copyright laws in many parts of the world. Where the file(s) are requested conversions to vector format, you must ensure you have the appropriate licences and permissions before using the reformatted version of the file.

## 2. Usage

Files may be downloaded and used for both personal and limited commercial use, subject to the restrictions of the original if the file was converted to vector format. Personal use refers to all usage that does not generate financial income in a business manner, for instance:

- personal scrapbooking for yourself
- recreational websites and blogs for friends and family
- prints such as flyers, posters, t-shirts for churches, charities, and non-profit organisations

Commercial use refers to usage in a business environment, including:

- business cards, logos, advertising, websites for companies
- t-shirts, books, apparel that will be sold for money
- flyers, posters for events that charge admission
- freelance graphic design work
- anything that will generate direct or indirect income

Only 10,000 sold physical items that feature prints/cuts of images are included in this licence. You must include a note with the items stating the design is by Smoke and Strawberries.

### 3. Modification

Designs may be modified, altered, adapted or built upon. Cropping, overlaying and including text is fine. You may sell your modified versions directly as well as make items for personal/commercial use as per above conditions.

#### 4. Distribution

Files must not be on-sold nor shared, including locally or on online groups. If you wish to distribute or sell the designs directly then you must purchase a distribution licence. The only exception to this is if you are having another business produce the designs exclusively for you, the printing business must delete all copies of relevant files at the end of the print/production run.

These 3<sup>rd</sup> Party production rights do not extend to Print on Demand websites (eg; Zazzle, Cafepress, Amazon merch, Redbubble etc) which require to be granted additional rights when submitting designs as well as the designs produced for their customers which you then gain commission. No sub-licencing rights are granted.

Images showing produced items or mockups of items should be watermarked or other wise protected from theft of the design.

You may sell, but not give away free, your derivative designs using elements or based on my designs with this licence. You must credit Smoke and Strawberries for the relevant elements in your selling listing and you must provide your customer with a copy of Smoke and Strawberries Basic Licence. Your customer must be at most limited to the terms set out in my basic licence. If your customer requires a commercial or higher licence then they or you on their behalf must purchase a copy of that level of licence for the element(s) used.

#### 5. Disclaimer

Design files are offered 'as is' without any warranty, we do offer limited support for purchases, which includes correcting errors that cause cutting issues, and conversion to some other file types - not every file type may be available. www.smokeandstrawberries.com shall not be liable for any damage derived from using these files. By using the files you agree to the terms of this license.

### 6. Duration

This licence has no expiry date and is not transferable. If you breach any licence terms, then the licence shall be automatically revoked and you lose all rights to the files and shall delete all copies immediately upon termination. You may have the licence reinstated by buying the appropriate level licence for your usage.