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#### Jaguarwoman Designs License:

You must understand and agree to my Terms of Use and license in order to buy products in my store. If you read anything here that you don't understand, write me at [jaguarwoman@jaguarwoman.com](mailto:jaguarwoman@jaguarwoman.com) and ask for further explanation.

Firstly . . . The licensee is not acquiring the ownership of the original images, but is acquiring the right to use the images under specific circumstances. The copyright (i.e, ownership) is not being transferred to the licensee and Jaguarwoman Webdesign or other copyright holder continues to own the graphic images themselves, but through the licensing agreement grants the right to use them in specific circumstances, such that the basic right of the original artist(s) to profit from them is preserved.

Secondly . . . As in the case of software, the license is not transferrable. A customer may not redistribute or share the product files with one OR dozens or hundreds or thousands of other people through filesharing groups and thereby deprive the original owner of the images of the rightful profit of their labor.

Thirdly, the use of licensed imagery in both personal and commercial projects is permitted with specific provisos and exclusions. You can use the images in commercial projects such as webdesign, 3d texturing, advertising, illustration, printables projects, candy wrapper businesses, card making, signage, role playing games, and as photographic backgrounds. There are limitations for commercial usage in specific areas, so please read them below.

Fourth, the terms of use are specified in the Readme.txt document included in the product zipfile. Over the years, early products may have an earlier text version, but the essence of the license is the same: the licensee may not resell or redistribute the original files, as is, in any way or in any environment. This means the licensee must understand what "resale and/or redistribution" means. Much of the rest of this page is an attempt to make

clear what those words mean in specific usages. If you do understand what it means, I apologize for boring you. The explanations are intended for those who do not.

You may recolor them, but you may not resell or give them away as grayscale, or create templates, actions, scripts, layer styles, brushes or other presets from them.

Dana Sitarzewski aka Jaguarwoman is the author and copyright holder of the images in this product package and retains copyright and ownership of the images included in this zipfile, and your license gives you the right to use the images under specific circumstances. You may use this images to create your own derivative projects for personal or commercial sale, with no restrictions other than these: (1) you may not resell the original files, as is, in any venue. (2) you may not redistribute the products in filesharing groups. (3) you may not resave them in another file format and redistribute them, either for sale or for free, in filesharing groups or any other online or offline venue, (4) this license is non-transferrable. If you have any questions, contact Dana Sitarzewski at [jaguarwoman@jaguarwoman.com](mailto:jaguarwoman@jaguarwoman.com)

The concept here is that when I license my images, they are intended to be used as design resources and to be incorporated into the licensee's own commercial products and/or into derivative designs or individual projects for commercial sale. It is never intended that the individual images be repackaged, with little or no design input, and be resold under another designer's name. This is why the products can not be used in scrapkits, for example. "Design resources" can not be simply repackaged and turned around to be resold as "design resources". Only I can sell my own work as design resources.

The key here is in the word "derivative design". If you wish to create derivative designs using my design resources, I'm overjoyed and that's what I sell them for. But to create another set of products from them which you will them sell as a design resource, you must DO something with

them that is makes  
them into your own unique design. The buyer is not permitted  
to simply recycle  
or reshuffle the original work into a new package and call  
that their artistic  
product. Or, individual images may also be used in a one-time  
basis in  
commercial projects (such as webdesign or illustration or  
advertising or  
signage). But the original "out of the box" images may not  
simply be repurposed  
or repackaged to be resold as another design resource under a  
new name. I'll bet  
this seems obvious to a lot of people and they wonder why I'm  
so pedantic in  
explaining it. Thousands of people have done it. And you'd be  
surprised how many  
people read this paragraph and still tell me they do not  
understand.

Buyers can use the image resources by incorporating them into  
a design or  
product or their own which changes the original work in a  
transformative way,  
making it their own, new design. Or, the images may be  
incorporated into print  
compositions which will be sold in a different form than than  
the original  
digital files. The digital files may not be resold as digital  
files. The buyer  
can not resell or give away the original files, as is, in any  
way, such that my  
work is competing itself in the graphics marketplace and  
thereby undermining the  
market value of the original product. This is the common sense  
behind copyright  
protections. There are a million ways to use the design  
resources and create  
derivative products for commercial sale. But they cannot  
simply be repackaged  
with a new name and under a new design label, and provided for  
sale or for free,  
as is, or with changes so minor that it "change" becomes a  
mere technicality.

Specific Restrictions for Specific Product Categories:

#### DIGITAL SCRAPBOOKING

All my products may be used for personal scrapbooking kits  
ONLY and are licensed  
to a single licensee and the elements may not be redistributed  
or given away in  
filesharing groups offline or online.

As of September 11, 2009, Jaguarwoman design resources  
purchased in my store

from this date forward may not be used, in whole or in part, in any scrapbooking kit for commercial sale without an extended Commercial Use License. Jaguarwoman grants such licenses privately and totally at her own discretion. Without this license, Only I, Dana Sitarzewski, aka Jaguarwoman, or my designated agents, can produce kits to be sold outside this store from this date forward.

For Jaguarwoman Design image resources sold before this date, the same license and TOU as previously existed still prevails: As always, they may NOT be put into scrapbooking kits as individual elements as png or psd files, as is, with transparent backgrounds, so that the designer is simply repackaging my work into a new product and calling it by another name and claiming to be the designer (this would fall under the category of resale/redistribution of the original product).

It is now and always was a copyright violation to simply repackage my design elements for resale or redistribution as is, or even with modification, even as a "freebie" or within a filesharing group, as a scrapbooking "kit".

If there is still confusion about what can and can't be done with Jaguarwoman graphics, here are some specific examples for clarification: "Anatomy of a Flagrant Copyright Violation"

This stipulation about the use of images "as is" includes the case where an individual element may be re-colored or hue-shifted. Also, very small changes in a design element which do not significantly change the footprint or the appearance of the image do not count as "derivative design". (Please see my discussion of "derivative design").

In short, only I can sell my own work as an original design resource or merchant resource. The buyer of the license can use them commercially as a design resource and can also use them to create derivative designs which may be sold, but may not resell the original work with little or no change

as a design resource or redistribute in any way, in any venue. This is the essential spirit and meaning of copyright in graphic resources, designed to protect the investment and market position of the original artist.

## Second Life

As of June 14, 2010, I have rescinded my legal agreement with Liz Gallagher of TRU Textures and from this date, none of my work may be used in any form in the environment of Second Life. That means that nothing can be resold there and no derivative products which incorporates any of my products may be used in Second Life. For the ethical texture artists of Second Life, I regret this decision was necessary. It is simply too difficult to control or police the filesharing and digital piracy within that fantasy world. The numbers of abusers are simply too numerous, they are anonymous there, and the procedures to file DCMAs with Second Life are too creaky and slow. It is simply not worth the effort; it's a bad bargain for any producer of original digital image resources to try and deal with it. In other words, SL is a bad market for digital artists.

CafePress, ImageKind, Zazzle, and similar online mass market, image-based stores

Buyers are not permitted to upload Jaguarwoman files or products, as is, to create products on a mass market basis online in their own stores. That is akin to providing my original work in its original form to a mass market under your own name. You may, however, create a unique design of your own using my products (like a collage background with figures or various design elements on it) and upload that as your own product. This leaves plenty of room for the use of the design resources for these venues. But you can not simply upload my images, in their original form, as the basis of a mass marketed product. I have always had my own accounts in these stores there's no reason for my products to compete with themselves, eh? Please note: this is a stronger rewording of an earlier statement in an effort to clarify the "no resale/redistribution" prohibition in

this specific category of usage. There is no intention to confound anybody. The concept is the same: You can use the products to create your own derivative designs but you can not simply resell my work, and especially not in the same stores in which I am selling it.

#### Printwork For Mass Production

You may not use my products to mass produce any product for sale as a print product (as in stamped or printed graphics for publication) beyond a certain number of impressions without an extended license. The sale of any digital product created as a derivative of any or all images in this archive is limited to 100 copies, unless prior permission is granted via extended license.

Decoupage Companies, Cardmaking Businesses, Papercrafting, Printables, Digital Embroidery Companies, etc.

You may use my products to create derivative designs in digitally downloadable cardmaking templates, backgrounds, vellums, toppers, pyramage, and decoupage, including placing the original image which has been used in your derivative craft sheet as a discrete, separate element on the craftsheets IF everything is merged into jpg craftsheets of no more than 150 dpi. Credit is required for this usage of my products but there is no extended license required.

Regarding new usages which may arise in the future or usages I may have overlooked . . . I reserve the right to interpret the basic license in the future in a way that protects my copyright and position as the author of my own work appropriately, so that customers may use products for derivative design but not resell the products in a way that damages my position as the originator of the original works.

People often ask why TOUs are permitted to changes at all. Changes in usage happen daily. When artists create works, within weeks, there are usages that

arise that were never imagined when the artists first painted or rendered something. We constantly have to cope with new ways in which our work(s) can be exploited that we didn't foresee. So naturally we have to adjust to the constantly changing technology horizon. The music business and the movie business never saw digital piracy bearing down on it. Digital art did not anticipate Rapidshare. But everybody has to adjust their business models in order to be able to stay in business. I think it's clear we have a right to survive to paint another day.

Please note that the TOU for specific products in this store may vary slightly and you should read the README and TOU for each product. Generally, it will follow the principles outlined above. You can always email [jaguarwoman@jaguarwoman.com](mailto:jaguarwoman@jaguarwoman.com) to ask about usage permissions.