



## PRODUCT LICENSING FOR ACTIONS AND PRESETS

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Alright, folks! Here's the legal lowdown. Sorry for all the serious legal talk, but that's just how it needs to be. I firmly believe when you purchase a product, you should have a clear understanding of what is and what isn't considered acceptable use of that product. Basically, what will get you a court summons and what won't. We work very hard to create our products, spending time and money to offer our customers quality products. The entire goal of this licensing agreement is to ensure that our products aren't illegally redistributed or used to create derivative products that compete with our own.

So here it is.

This page overviews the license and terms included with all **action sets (including textures) and RAW presets** sold by Flourish: An Emporium for Photographers and NicholeV Photography, LLC.

All action sets (including textures within the action sets) and RAW presets are registered and protected under US copyright law. They are not to be redistributed or resold in any form. Those who violate this licensing agreement will be prosecuted.

The action sets and RAW presets can be installed on all computers directly owned by the purchaser of the product. By purchasing these products, the purchaser agrees to NOT resell or redistribute the purchased files to others (i.e. friends, relatives, etc.) or install the products on computers not owned by the purchaser. Also, your action purchase may include more than one version of the action set (like Mac vs. PC or PS7 vs. CS3). You **cannot** redistribute the action version that you don't need (again, giving it to friends, etc.).

The action sets and RAW presets may be used on all personal photos, as well as used by professionals on photos for resale to clients. The actions and presets may also be used on commercial photography and stock photography. However, the texture files CANNOT be recognizable if used on stock photography.

The texture files included with some of the action sets MAY NOT be used as backgrounds for or integrated into templates, papers, digi kits and/or brushes or any other item that is meant for digital distribution or resale to third party resalers (like other photographers and scrapbookers).

### **Examples of uses that violate this license agreement:**

1. Using a texture file from the action sets as a background or other way on a card template that you then resell as a digital file to other professionals.
2. Using a texture action on a light colored photo where the texture is clearly visible and then selling the photo to stock agencies.
3. Using the textures within the actions to create brushes or other derivative items for resell.
4. Superficially altering the actions, textures or presets and then reselling them as your own.
5. Using any part of the actions, presets or textures to create products that will directly compete with

the products for sale through Flourish: An Emporium for Photographers.

**Examples of uses that are acceptable under this license agreement:**

1. Using the actions, textures and presets on photos that you intend to print and resell to clients or the general public.

If you have any questions about this licensing agreement or have an intended use that falls outside the scope outlined here, please contact Nichole at [nichole@nicholeV.com](mailto:nichole@nicholeV.com).