

## Simplified Terms of Use

This non-exclusive licence permits the purchaser to use the included artwork for Personal, Non-Profit and Commercial projects as follows:

Project Type	Example Uses	Restrictions	Number of Projects	End Products Sold
Personal Use	Scrapbooking, needlecrafts, gifts, collages, personal tattoos, apparel.	Limited to projects with no possible commercial gain.	Unlimited	Not permitted
Non-Profit Use	Promotional materials, advertising, other creations as per Personal Use category.	Limited to projects with no possible commercial gain.	1 Project	Not permitted
Design Projects	Graphic designs: must be incorporated into unique designs for websites, business cards, book and cover designs, brochures, app UI, templates.	Artwork cannot be used directly in an unmodified form (e.g. coloring books, coloring apps, clipart sets). See below for more details.	1 Project (includes all elements of a single design package)	Standard Licence: Up to 250 units sold, by you or your client (lifetime sales)  Extended Licence: Unlimited sales
End Products for Sale	As part of a unique artistic creation, on or in various products: original paintings or drawings, carvings, leatherworking, woodburning, apparel, posters, sculptures, prints, design templates.	Artwork cannot be sold as-is, either in or on any product (e.g. no coloring books, coloring apps, clipart packages). See below for more details.	1 Project (multiple End Products may result from a single project, provided they are all related)	Standard Licence: Up to 250 units sold (lifetime sales)  Extended Licence: Unlimited sales

## General Licence Info

Unless you're preparing an End Product or design/art for a client with the artwork, the licensed rights herein are non-transferable to any other party. The digital artwork files provided with this package are not permitted to be copied, distributed, repackaged, shared with or sold in any manner to any other person or business. Any printed copies made of the artwork for template purposes must be kept in the Licensee's possession and destroyed after use.

As this is a non-exclusive licence, please note the original artist and other Licensees may also be using this artwork in other products and art installations at any time.

No additional rights beyond what's stated above are granted or implied. Purchase of the above usage rights does not transfer full copyright or ownership of the artwork to the Licensee. Ultimately, full copyright and ownership remains with the artist, Michelle Landry ([www.windloftworkshop.com](http://www.windloftworkshop.com)).

For more complete licensing information, please refer to the rest of this document, as well as the full licence agreement available at [www.windloftworkshop.com/royalty-free-art-licence-terms](http://www.windloftworkshop.com/royalty-free-art-licence-terms)

## Art Licence FAQs

### Can I use the artwork for both Personal Projects and a Commercial Use Project?

A single licence purchase is only good for either a Personal, Non-Profit, Graphic Design or End Products for Sale purpose. If you wish to use the artwork for multiple purposes in addition to Personal Projects, you must purchase a licence for each type of purpose.

### What about multi-artwork Packs and Bundles?

Some licensed artwork comes as a set of multiple pieces of art. The above-listed purposes, project limits and selling limits apply to each item within the pack. Therefore, each distinct piece of art in a multi-pack could each be used in a different project or purpose, extending the value you get out of a multi-pack purchase. If you use more than one piece in a project however, you cannot then use those pieces in additional projects by themselves (you'll have already used up their project limits in the first project or purpose).

### Can I use the artwork in a project for a client?

Yes! With the Standard Licence, you can design any number of elements as part of a single design package for a single client

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(e.g. a website, business cards, letterhead and grand opening advertisement for a client starting a new business). Additional project campaigns for the same client (or other clients) requires purchase of another Standard Licence.

If your client will be selling an End Product you design for them, and wants to sell more than 250 units, you will need to purchase multiple Standard Licences. Or, get in touch via [michelle@windloftworkshop.com](mailto:michelle@windloftworkshop.com) to purchase an Extended Licence upgrade to allow for Unlimited Sales.

If you do create an End Product for a client, your rights to the purchased artwork are transferred from you to your client. Be sure to include a copy of this licence agreement with your final file package for the client.

You may not trademark any of Windloft Workshop's licensed art as part of a logo or other trademarkable items. If you use the artwork in a logo or other branding for yourself or a client, please bear in mind it may also be in use by other Licensees, as it is non-exclusively licensed.

### **What is an End Product for Sale?**

An End Product is any artistic creation or graphic design that requires time, effort and artistic interpretation (or creative incorporation) of the original licensed artwork to make a unique and distinctive finished piece that is a saleable product (e.g. art prints, posters, t-shirts, carvings, sculptures, paintings). These products can be individually or mass-produced by you, a wholesale manufacturer or a drop-shipper. It must be a clearly distinctive application or interpretation of the original artwork file(s). Use of line art to create a coloring book, coloring app or other product for consumers to color in is not permitted. You may not create crafting patterns or templates (e.g. for needlecrafts, stained glass, embossing, stencilling, etc.) for resale, but you may make your own patterns and templates to create handcrafted products that are themselves for resale. The digital artwork file(s) also cannot be sold as-is by themselves or as a separate extractable element within any other file (e.g. clipart sets or templates with fully isolated elements).

### **What if my End Product will appear online or on TV?**

If the artwork you've purchased will appear in TV, film, online videos, or streaming videos/broadcasts, your End Product featuring the artwork is allowed up to 10,000 views per month. If you anticipate having over 10,000 monthly views, it's recommended to purchase an Extended Licence, which allows unlimited impressions/views. Please contact Windloft Workshop at [michelle@windloftworkshop.com](mailto:michelle@windloftworkshop.com) to purchase an Extended Licence upgrade.

### **Can I resell artwork I've purchased?**

No, you may only use the artwork to create new designs and artwork for yourself, your clients or to resell as other End Products, not as stock art/collections. You also may not embed the original purchased artwork/source files in any End Products in such a way that it is useable or extractable by anyone else.

### **Do I need to credit the original artist?**

It's totally optional! If desired, the original artist credit can appear on or alongside the artwork as follows (include a description of which art is copyrighted in the case of multiple sources):

*Original artwork copyright © Michelle Landry / Windloft Workshop.com*

### **Can I buy an Extended Licence for art already purchased?**

Yes! Most licensable products will have an Extended Licence option available. Please contact [michelle@windloftworkshop.com](mailto:michelle@windloftworkshop.com) to purchase an Extended Licence upgrade (you must provide proof of purchase of a Standard Licence to receive upgrade pricing).

I'd love to see what you create!  
Share your work online with the hashtag:  
**#CreateWithWindloft**

Thanks so much for making my artwork  
a part of your project, and happy creating! :)



### LICENCE TERMS

The following Licence Terms (the “Agreement”) may be amended or updated from time to time and constitute an agreement between you (“Buyer” or “you”) and Michelle Landry/Windloft Workshop (“the Seller”), setting forth the rights and obligations with respect to the digital content (“Artwork”) licensed by you. Please review the Agreement before you purchase any Artwork.

All licensable Artwork available from the Seller via windloftworkshop.com (and any additional online storefronts, such as found on Etsy.com) are protected by Canadian and international copyright laws and treaties. As between you and the Seller, the Seller retains ownership of the Artwork, but grants to you certain rights to use the Artwork on the following terms. All other rights are expressly reserved by the Seller.

The Seller hereby grants you a non-exclusive, non-transferable right to use, modify and reproduce the Artwork worldwide, in perpetuity, as expressly permitted by the licence herein and subject to the terms set forth herein:

### STANDARD LICENCE

1. You may use a purchased Artwork in a new End Product as long as the End Product meets the following requirements:  
End Products must be significantly different than the original Artwork and require time, effort, and skill to produce. End Products must not be used or sold in a way that is directly competitive with the original Artwork you purchased. End Products must not redistribute the original Artwork to any third parties in a manner that allows for the extraction of the original Artwork.
2. A purchased Artwork may be used in only one Project. A Project is defined as a complete and cohesive undertaking that may result in one or more End Products. Any End Products included in the one Project must be directly related under a single concept. However, all purchased Artwork may be used in an unlimited number of Personal Use Projects.
3. Under the Standard Licence, you may use purchased Artwork to create End Products for Sale where lifetime sales of the End Product for Sale do not exceed 250 units. If a Standard Licensed Artwork is purchased and used to create an End Product for Sale of which the sales exceed 250 units, either another Standard Licence or an Extended Licence must be purchased. For End Products that are not offered for sale, you may distribute as many copies of the End Product as you like.
4. An End Product For Sale can be either a digital design or physical item that you and/or your client intend to sell to more than a single person (wholesale, drop-shipping, etc.). For purposes of this licence, “intend to sell” means you plan to sell, license, sub-license, or distribute the End Product for any type of fee or charge.
5. You may modify or manipulate the Artwork, or incorporate it into other content and make a derivative work from it. As between you and the Seller, the Seller will retain all right, title, and ownership in the Artwork, and the resulting derivative work is subject to the terms of this Standard Licence.
6. You may not sublicense, resell, share, transfer, or otherwise redistribute the Artwork (e.g. as stock, in a tool or template, with source files, and/or not incorporated into an End Product) under any circumstances, not even for free.
7. You may not make the Artwork available on a digital asset management system, shared drive, or the like for the purposes of sharing or transferring the Artwork, and you must not permit an end user of the end product to extract the Artwork and use it separately from the End Product.
8. You may use purchased Artwork for broadcast uses up to 10,000 views or viewers in a given month such as TV, films, streaming video, on demand broadcasts, and/or online videos. For anything over 10,000 monthly views or viewers, contact the Seller directly in order to inquire about further rights under an Extended Licence.
9. You may not publicly display the Artwork: (a) as a standalone file in any digital format on the internet; or (b) in any digital format without imposing technical or written restrictions to prevent the unauthorized use of the Artwork by third parties. You agree to take all commercially reasonable steps to prevent third parties from accessing and/or duplicating the Artwork. If you become aware of any unauthorized duplication of any Artwork please notify the Seller via email at michelle@windloftworkshop.com.
10. You may not use any Artwork in a way that violates the Agreement including, without limitation, in a manner that infringes any third party’s trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.
11. You may not register as a trademark the Artwork or the end product incorporating the Artwork, including for logos or other branding. If you use the Artwork to create a logo for yourself or a client, keep in mind that third parties can and may also be using the Artwork, even in another logo, as the Artwork is available to licence on a non-exclusive basis.
12. You may not use any Artwork if that use could result in a third party’s claim that it acquired rights in the Artwork that are contrary to this licence. Upon the Seller’s request, you shall immediately remove the Artwork from any unauthorized location or use, including an unauthorized social media platform or website.
13. You may not falsely represent, expressly or by way of reasonable implication, that any Artwork was created by you or a person other than the copyright holder(s) of that Artwork.
14. You may not use Artwork(s) in a manner that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, deceptive, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly

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or otherwise), libelous, obscene, threatening, profane, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or is otherwise objectionable.

## **EXTENDED LICENCE**

If you purchase an Extended Licence, the following terms apply:

1. This Extended Licence allows you to use Artwork in any manner permitted under the Standard Licence, and pursuant to the obligations and restrictions therein; and
2. You may also use Artwork purchased under the Extended Licence to create End Products for Sale, in which the End Product for Sale may be sold an unlimited number of times.
3. You are also permitted an unlimited number of monthly views for End Products that will appear in TV, film, or online, as live/archived videos or live/archived broadcasts.

## **MISCELLANEOUS**

1. If you breach any of the terms of the Agreement, the licence can be terminated, in addition to the Seller's other rights at law and/or equity. If that happens, you must stop making copies of or distributing the End Product until you remove the Artwork from it. The Seller shall be under no obligation to refund any fees paid by you in the event that you must discontinue use of the Artwork by reason of a breach.
2. If you create the End Product for a client, your client must comply with these Licence Terms. You must include a copy of this agreement (or a link to the online version) with any final submission of files or information to your client upon project completion.
3. This Agreement constitutes the entire agreement between you and the Seller, concerning your use of the Artwork. If any provision of the Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of that part of the Agreement shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.
4. The Seller's failure to assert any right or provision under this Licence shall not constitute a waiver of such right or provision.
5. All Artworks are provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of non-infringement, merchantability, or fitness for a particular purpose.
6. The Seller does not warrant that the Artwork, their website, online storefronts or other materials or services will meet your requirements or that use will be uninterrupted or error free. The entire risk as to the quality, performance and use of the Seller's Products & Services is solely with you.