

Image Usage Agreement

1. Use of image files

Faith Productions of Cumberland licenses to you the use of image files only as provided herein on a nonexclusive and nontransferable basis upon payment of the required fees. All other rights to the image files and any accompanying materials such as copyright are retained by Faith Productions of Cumberland. The license granted to you is limited to one usage. For example, if an image is used in a website design and in a business card design, this is considered two usages for which the image license must be purchased two times. Using an image in multiple products without purchasing the licenses for each usage violates this Agreement.

2. Intellectual Property and Privacy Laws

You acknowledge that the content available on the Website is the property of Faith Productions of Cumberland and is protected by United States and international copyright and other intellectual property laws. You agree, when feasible, to include the copyright information from the image file in the form of a legally effective copyright notice in substantially the following form: "[Year] Margie Gacki."

3. Prohibited Uses

Generally (without a Faith Productions of Cumberland Special License*) you may not:

1. Use an image in products in which the image is a dominant feature if the product is to be subsequently sold or distributed. Examples include posters, postcards, greeting cards, mugs, shirts, hats, mouse pads, magnets, art prints, paintings, or calendars.
2. Use the image in screen savers, software, web page builders, gallery, or any system where the image file can be unincorporated from the software or system or be shared among, transferred to, or otherwise distributed to a number of users. Images may not be included in image libraries without a Special License.
3. Resell or distribute any image unless it is an integrated, inseparable part of a product and constitutes less than 50 percent of the overall product area, page layout or design.
4. Reverse engineer, decompile, or disassemble any part of a file or accompanying materials.
5. Use any part of an image in a trademark, service mark, logo, or part thereof.
6. Remove any copyright or trademark information from any image, file, or accompanying materials.

*If you wish to use Faith Productions of Cumberland images for purposes not permitted herein a Special License may be available to you. Generally speaking, the standard Image Usage Agreement allows many types of image uses where the images are a non-critical, ancillary part of the final creation. However, creating a new business or product line and using Faith Productions of Cumberland images as a main visual part of your product (t-shirts, painting reproductions, etc.) typically requires a Special License.

4. Permitted Uses

You may:

1. Use images for general, editorial, product, and promotional uses including but not limited to: products, software, newsletters, advertisements, book interior or cover, packaging, marketing material, school assignments, presentations, and within films or videos, provided that such usage complies with the other provisions in this Agreement (see Section 4. Prohibited Uses).
2. Edit, modify or alter images as necessary for your use, provided that the resulting image otherwise complies with this Agreement. The copyrights in all photos, art, images or other files obtained from Faith Productions of Cumberland and integrated into a derivative work will remain with Faith Productions of Cumberland.
3. In the normal course of workflow, convey to third parties such as printers a temporary copy of a file that is integral to your work project and without which the project could not be completed.

4. Print or use the image for your personal use in any size provided that there is no subsequent sale or transfer to other persons.

This agreement requires you to re-purchase the image file photo for each new usage. If your image usage needs fall outside of the scope of what is permitted herein, you might be able to purchase and use the images by obtaining a Special License. Contact us here and learn more about Special Licenses and their availability.

5. Disclaimers

All images, files, and software distributed by Faith Productions of Cumberland are provided on an "as is" and "as available" basis and without warranties or conditions of any kind either express or implied. Faith Productions of Cumberland assumes no responsibility for any actions or liabilities arising from their possession or use. Faith Productions of Cumberland **disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.** Under no circumstances shall Faith Productions of Cumberland or its content providers be liable to you or any third-party for any indirect, consequential, incidental, special or punitive damages, including but not limited to lost profits and business interruption, irrespective of the type of cause of action, arising in any way from use of the images or of the Website. In no event shall Faith Productions of Cumberland's liability exceed the fees paid for the use of the files.

6. Entire Agreement

You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between you and Faith Productions of Cumberland, which, excepting Faith Productions of Cumberland Special Licensing agreement(s) you may have also entered into, supersedes any proposal or prior agreement, oral or written, and any other communication between you and Faith Productions of Cumberland relating to the subject of this agreement.

7. Revision of Agreement.

Faith Productions of Cumberland may revise this agreement at any time and such revision shall be effective immediately upon the posting of the revised agreement on the Website. You agree to review the agreement prior to the licensing of an image to make yourself aware of such revisions.