



Digital Photos Download Standard License

MPSmith Publishing

How can I use this Standard licensed content?

You may use content in any way that is not restricted (see Restricted Uses below). Subject to those restriction and the rest of the terms of this agreement, the rights granted to you by MPSmith Publishing are:

Perpetual: Meaning there is no expiration date on your rights to use this content.

Non-Exclusive: Meaning you do not have exclusive rights to use the content. MPSmith Publishing can license the same content to other customers.

Unlimited: Meaning you can use the content in an unlimited number of projects.

Non-Transferable: The rights granted to you are non-transferable and non-sublicensable, meaning you cannot transfer or sublicense them to anyone else. (Exception – if you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, you employer or client may not use the content and will need to make the purchase on their own)

Examples of how you can use this standard license: Websites, blog posts, social media, advertisements, marketing campaigns, magazines, book covers, web and mobile applications.

Restricted Uses

- No unlawful use – You may not use content in a pornographic, defamatory or other unlawful manner
- No use in Trademark or Logo – You may not use content as part of a trademark, design mark, tradename, business name, service mark or logo

- No False Representation of Authorship – You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create a painting based solely on licensed content and claim that you are the author
 - No standalone file use - You may not use content in any way that allows others to download, extract, or redistribute content as a standalone file (Meaning just the content file itself, separate from the project or end use)
 - No Commercial Use – Other than the examples provided above you may not use content for any commercial, promotional, advertorial, endorsement or merchandising purpose. This content is not model or property released and is intended to be used only in connection with events that are of general interest (for example, in a blog, book cover, magazine article, web graphics, etc.)
-

Intellectual property rights...

All of the licensed content is owned by MPSmith Publishing. All rights not expressly granted in this agreement are reserved by MPSmith Publishing.

Download Refunds

MPSmith Publishing does not offer refunds or credits for downloaded files. File returns will only be considered based on technical issues with the file at the sole discretion of MPSmith Publishing.

All requests for refunds must be made in writing via email to author@melaniepsmith.com. If the request is approved, MPSmith Publishing will issue a credit to your account.