

KLUGE + GRAN STANDARD LICENSE

1. You may use the Item to create one single end product (personal or commercial) for yourself or for one client, as long as the end product will be distributed for free. Use in end products for sale requires an Extended License.
2. You may modify or manipulate the Item, or incorporate it into other content and make a derivative work from it. As between you and the Shop Owner, the Shop Owner will retain all right, title and ownership in the Item, and the resulting derivative work is subject to the terms of this Standard License.
3. You may use the Item in a new end product so long as it is not used alone, but instead as elements or parts of a new design (regardless of how much the item has been modified or how much of the new design it makes up).
4. You may not sublicense, resell, share, transfer, or otherwise redistribute the Item on its own (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.
5. You may not sell the end product, or sell access to the end product. This does not prevent you from charging a single client for your services to create the end product, in which case the client will be bound by the terms of this license, preventing them from selling the end product. If you or your client wants to sell the end product, you or they must purchase an Extended License.
6. You may not make the Item available on a digital asset management system, shared drive, or the like for the purposes of sharing or transferring the Item, and you must not permit an end user of the end product to extract the Item and use it separately from the end product.
7. You may not publicly display the Item: (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 Item by third parties. You agree to take all commercially reasonable steps to prevent third parties from accessing and/or duplicating the Item. If you become aware of any unauthorized duplication of any Item please notify us via email at hello@crystalkluge.com
8. You may not use any Item 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. Items that contain digital images of real products, trademarks or other intellectual property owned by third parties may require clearance from the rights owner. It is your responsibility to consider whether your use of these Items requires a clearance and if so, to obtain that clearance from the rights owner.
9. You may not register as a trademark the Item or the end product incorporating the Item - not even logos. If you use the Item to create a logo for yourself or a client, keep in mind that third parties can use the Item too, even in another logo.
10. You may not use any Item if that use could result in a third party's claim that it acquired rights in the Item that are contrary to this license. Upon request, you shall immediately remove the Item from any unauthorized location or use, including an unauthorized social media platform or website.
11. You may not falsely represent, expressly or by way of reasonable implication, that any Item was created by you or a person other than the copyright holder(s) of that Item.

General FAQ

Can I use a purchased item in a freelance project or contract work for a client?

Yes. If the client intends to sell these end products, you will need to purchase an Extended License. If you create the end product for a client, your rights to purchased items are transferred from you to your client.

How many times can I use a purchased item?

Purchased items may be used in a single project (which may contain multiple end products under a single project umbrella). For example, a purchased graphic may be used in multiple variations of a poster under one advertising project. But this graphic may not be used in two different logos for two different client projects.

One exception to the single project limit: all installable items may only be installed on a single computer, but can be used to generate content for multiple projects. This means that each unique user of the installable item requires their own license in order to install it on their computer and use it to create content in any projects.

Is there any limit to the number of times (impressions) my end product can be distributed?

There's no limit to the number of impressions or times you can distribute the products you create, whether it's via page views, downloads, or physical copies. If you intend to sell your product however, you will need an Extended License.

Can I redistribute items I've purchased?

No, items purchased are for your use only. You may not include the original purchased items (or source files) in any distributed end products.

Can I use an item in a new end product, design or medium?

Yes. You're fine as long as the item(s) are not used alone, but instead are elements or parts of a new design, regardless of how much the item has been modified or how much of the new design it makes up.

Do I have to credit the original designer of a product when I use it?

No, but it is nice.

How much does an Extended License cost?

Please contact me to discuss the item and your intended application

Can I buy an Extended License for products already purchased?

Yes. At any time. Please email me at hello@crystalkluge.com

What is a "seat?"

A single Standard License covers one user/computer, which we call a seat. Therefore all such items may only be installed on a single computer but can be used to generate content for multiple projects. This means that each unique user of the installable item requires their own license of the purchased item in order to install it on their computer and use it to create content in any projects.