



Timber Frame Business Council Image Usage Agreement

ESSENTIAL INFORMATION PLEASE READ THE FOLLOWING TERMS AND CONDITIONS. YOUR ACCEPTANCE OF THESE TERMS IS AN ABSOLUTE CONDITION OF YOUR USE OF THIS WEBSITE and ITS PRODUCTS.

Welcome to the media area of the Timber Frame Business Council Website ("Website"). You are required to follow the terms and conditions if you use the images contained herein. Your use of the images provided by the Timber Frame Business Council indicates your acceptance of these terms and conditions.

1. Use of image files.

The Timber Frame Business Council licenses to you the use of image files only as provided below on a nonexclusive and nontransferable basis. All other rights to the image files and any accompanying materials such as copyright are retained by the Timber Frame Business Council and its members. The license is limited to one usage per download

2. Intellectual Property and Privacy Laws.

You acknowledge that the content available through the Website is the property of the Timber Frame Business Council or its content providers or other third parties and is protected by copyright and possibly other intellectual property laws. Furthermore, you acknowledge that trademarks and copyrights of the subject matter depicted in the images are subject to protection by intellectual property laws and that you must obtain consent from the owners of the intellectual property whenever necessary to comply with intellectual property laws. Absent an explicit written statement from the Timber Frame Business Council stating otherwise, you should assume that no consent from persons or owners of property depicted in an image has been given regarding the publication of the image and that model and property releases are not available from the Timber Frame Business Council or its content providers. You assume sole responsibility to ensure that your usage of an image complies with the laws concerning intellectual property and the rights of individuals with respect to defamation, privacy, and right to publicity. You agree when feasible to include the copyright information from the image file in the form of a legally effective copyright notice if at all possible in this form: "[Year] © Photographer's Name. Image from the Timber Frame Business Council."

3. Prohibited Uses.

You may not:

- a. Resell or distribute any image.
- h. Reverse engineer, decompile, or disassemble any part of a file or accompanying materials.
- i. Use any part of an image in a trademark, service mark, logo, or part thereof.
- j. Remove any copyright or trademark information from any image, file, or accompanying materials.

4. Permitted Uses.

You may:

- a. Use images for general and editorial uses including but not limited to: magazines, newsletters, school assignments, presentations, and within films or videos, provided that such usage complies with the other provisions in this Agreement (see Section 3. Prohibited Uses).

b. Edit, modify or alter images as necessary for your use, provided that the subsequent image otherwise complies with this Agreement. The copyrights in all files obtained from the Timber Frame Business Council and integrated into a derivative work will remain with the content provider. If requested by the Timber Frame Business Council, you agree to execute a written assignment of any copyrights with respect to such derivative work when such assignment is reasonably necessary to enable the Timber Frame Business Council or a content provider to enforce intellectual property rights.

c. 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.

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

5. Assignment

You may not assign the rights and obligations under this agreement without obtaining the prior written consent of the Timber Frame Business Council.

6. Entire Agreement

You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions.

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