

License:

Subscription: Enterprise

Annual license to use the cartoons at www.cxmedia.com

For large non-profit groups, non-commercial projects

License version: 11 June 2012

Preamble:

- This is an annual license, providing access to the complete online library of cartoons at www.cxmedia.com, for a whole year.
 - It is designed to meet the everyday communication needs of large churches, church organisations and ministries.
 - It is for large non-profit organisations, in non-commercial projects.
 - It is not for commercial organisations, or for any commercial projects.
 - It is for everyday communications, not for very large scale or high budget projects.
 - Typical uses: Newsletters, presentations, promotions, workshop notes, training notes, brochures, overheads and projections.
 - Typical users: Large churches, denominational groups, missionary organisations and large regional, national or international ministries.
1. Legal authority: Use of the Work is governed by the terms of this license. This is, in turn, governed by the relevant law, which is the law of the State of New South Wales, Australia.
 2. Copyright: The Work is owned by Chris Morgan and is protected by copyright and/or other applicable law. Any use of the Work other than as authorised under this license or copyright law is prohibited.
 3. Agreement: By exercising any rights to the Work provided here, and/or by payment of the license fee, you accept and agree to be bound by the terms of this license.
 4. Definitions: For the purpose of reading this document, terms "I", "my", "cartoonist", "Licensor" and "author" refer to Chris Morgan, "you", "your", "visitor", "user", "purchaser", "viewer" and "licensee" refer to you. Terms including "Work", "cartoons" refer to the materials made available by the cartoonist through the website at www.cxmedia.com
 5. Payment: Payment of a license fee is required for granting of this license.
 6. Duration: This license is valid for the period of one calendar year from the date of payment of the license fee.
 7. Extent: License applies to the complete library of Work available from the website.
 8. License Grant. Subject to the terms and conditions of this License, and dependent upon receipt of the license fee, Licensor hereby grants You a license to exercise the rights in the Work as stated below:
 - To reproduce the Work in non-commercial, everyday communications associated with large non-profit organisations e.g. church denominational groups.
 - Access to all of the work in the website library for the duration of the license period.The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Adaptations. All rights not expressly granted by Licensor are hereby reserved.
 9. Extension: This license extends to others directly associated with your primary activity e.g. for a denominational group administering aged care facilities, the license would extend to other members of the immediate office and some workers operating remotely, servicing the everyday communication needs of the group. The license would not extend to any of the aged care facilities themselves, or any allied care-giver groups or agencies. Use of the work by these third parties would require the purchase of a separate license.
 10. Attribution: All use of the Work must have some attribution, usually displayed directly next to the Work. This attribution will include the following:
 - © Chris Morgan www.cxmedia.com

- Additional attribution may be required e.g. on the information page of a magazine or a website. The wording of this attribution will be the conventional form.
 - Any online placement, like a blog page, should also have a link from the image to the website <http://www.cxmedia.com>
11. Restrictions. The license granted above is expressly made subject to and limited by the following restrictions:
- You may publish or distribute the Work only under the terms of this License.
 - You may not use the work for any commercial enterprise.
 - You may not use the work in any commercial projects, which are any that are designed to generate revenue e.g. through sales or carriage of advertising.
 - You may not use the work in any very large-scale projects.
 - You may not sublicense the Work.
 - The Work may not be incorporated into a derivative artwork for which a claim of new copyright may be obtained.
 - The Work may not be incorporated in a product for the purpose of redistributing, sublicensing or reselling the Work, and the Work itself may not be sold or rented.
 - You may not store substantial portions of the library of Work.
 - You may not use the Work in such a way that it becomes the primary substance of the end product e.g. a booklet or a website of cartoons. I'm happy to discuss terms for projects of this nature.
 - You may not use the Work in any manner that may be considered pornographic, defamatory, or libellous. If the Work depicts or identifies a real person, a fictional character, a trademark, or any other legally protected property, you must consult your legal counsel to ensure that your intended use of the Work is not contrary to the rights of publicity and privacy or any other legal right of any person or entity concerned. You may not use any Work that depicts or identifies a real person in connection with sensitive subject matter, nor that conveys or implies endorsement of a product or service, without prior written permission from the Licensor.
12. Representations, Warranties and Disclaimer. Unless otherwise mutually agreed by the parties in writing, the Licensor offers the Work as-is and makes no representations or warranties of any kind concerning the Work, express, implied, statutory or otherwise, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, or the absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not discoverable.
13. Limitation on Liability. Except to the extent required by applicable law, in no event will Licensor be liable to you on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of this license or the use of the Work, even if Licensor has been advised of the possibility of such damages.
14. Indemnity. You assume full responsibility for your use of the cartoons and shall indemnify, hold harmless, and defend the Licensor with respect to any and all actions, suits, causes of action, or damages based upon or arising out of your usage of the cartoons.
15. Termination
- This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. All sections of this license except the section titled "License Grant" will survive any termination of this License.
 - Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License, and this License will continue in full force and effect unless terminated as stated above.
16. Miscellaneous
- If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
 - No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
 - This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.