License Agreement for Digital Designs by Biberwerke

Hiberwerke

Licensor: Sonja Grzella – Biberwerke

Licensee: Buyer

Subject of the License

The Licensor grants the Licensee a non-exclusive, non-transferable license to use the digital designs acquired as part of the purchase. This license is valid for personal use as well as for up to 3 commercial uses (Mini Commercial License).

The Licensee may ...

- ... create an unlimited number of physical end products and also give them away (for personal use only).
- ... scale, change colors, and sizes.
- ... add/remove rhinestones.
- ... use individual parts—e.g., use only the head from a tribal dino.
- ... use a "foil file" for laser cutting or printing as well. The application areas are determined by the Licensee (See **1).
- ... use the files to design and produce photo books, clothing, iron-on transfers, accessories. For this purpose, the Licensee may pass on the files to printing service providers (for personal use only).
- ... use the file for products sold in/funded by fundraising events or auctions. However, only after personal contact with me and my written permission.

The licensee may additionally, within the scope of the included Mini-Business License

- ... create a maximum of 3 products (physical or digital). If you have made 1 pillow, 1 mug, and 1 keychain, you have reached the limit of 3 items and must purchase a commercial license from me for additional items.
- ... use elements to create new designs. For example, digital paper can be used to design a wedding template. However, the original elements must be reduced to prevent extraction.
- ... use the files exclusively on their own commercially used devices (plotter, printer, etc.).

Mail: info@biberwerke.de

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Prohibited Actions

- Resell, sublicense, share, or distribute the digital files and/or instructions (exception: privately transferring to printing service providers).
- Install or embed the digital files on third-party platforms/ servers.
- Include a digital copy of the original file/design with your physical products.
- Create end products that compete with the original product. For example, bundling multiple designs and selling them as a new product is not allowed. Similarly, simply changing basic elements such as color and size and selling it as a new product is not allowed.
- Create an end product that directly competes with the downloaded original item. For example, using a calendar template, making some changes, and then selling it again as a calendar template is not allowed.
- A digital product may only contain the individual elements reduced to one layer. The user must not be able to extract individual elements.
- Sell more than 3 products using one of my files (if you want to produce/sell more than 3 products, you need to purchase a regular commercial license separately).
- To prevent theft, the digital files and/or instructions may not be photographed or depicted (screenshot) in a way that shows them in full and could allow tracing. Alternatively, a copy protection must be applied.
- Individual parts of a file may not be sold (For example, craft kits. Boxes/cards must be sold fully assembled. Foil designs must be firmly attached to a substrate/applied to the textile).
- Commercially, you may never (even with an additionally acquired commercial license) pass on my files to printing service providers!
- Iron-on transfers, DTF transfers, and/or stickers for commercial use may not be produced.

Copyright and Ownership

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License Transfer

The Licensee may not transfer the license to third parties.

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Attribution

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An attribution, such as "File by Biberwerke," is always required.

Disclaimer

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This license agreement becomes effective automatically upon the purchase of the digital designs and remains valid as long as the Licensee complies with the terms of this agreement.

**1 I primarily design my files for a specific purpose. The sublimation files are intended for sublimation. However, you may also use them, for example, as DigiStamps for card making. I do not guarantee that every file works in all "application areas".

I appreciate your creativity and hope that my designs find a special place in your projects. If you have any further questions, I am happy to help.

Mail: info@biberwerke.de

Many creative greetings,

Sonja

Purchase of Commercial License

Biberwerke

- Please click on the following link to access the Commercial License (50 pieces / valid for 1 year) on Makerist: [Link to Commercial License]
- Please follow the instructions in the item description on Makerist.
- The purchased Commercial License is valid for 1 year from the date of payment. For example, if you purchase the license on March 12, 2024, your last licensed day will be March 11, 2025. After that date, you may no longer advertise or sell products using my files.
- A Commercial License is not issued exclusively. Other businesses may also license the same file from me. If you wish to use a file exclusively, please contact me to discuss if and under what terms and conditions this is possible.

License Renewal

Have you reached the licensed quantity or has the year passed? No problem. Please contact me via email at **info@biberwerke.de** for an extension.