

Obtaining Assets

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Part 1

EXPLORING COPYRIGHT

MDV239-O 01

CREATIVE COMMONS

Description

Lawrence Lessig founded Creative Commons (CC) in 2001. They were created as a series of easy-to-understand copyright licenses for online creative work. The Creative Commons helped to bridge a gap for artist and designers. Before Creative Commons, copyright licenses were otherwise complicated and confusing when deciding between which copyright licenses best suited each piece of work.

There are six different Creative Commons that are used to cover particular uses they are as follows: Attribution, Attribution-ShareAlike, Attribution-NoDerivs, Attribution-NonCommercial, Attribution-NonCommercial-ShareAlike, and Attribution-NonCommercial-NoDeriv. Each license comes with three layers: Legal – the written legalese, Human – written in user friendly terms, and Machine – the software systems search engines and other kinds of technology would understand. One pro to Creative Commons is that the licensor gets credit for the work, and it also works around the world. One con or drawback of using a Creative Commons is that you cannot withdraw a license once it is given. As a result you could remove it from future use, but that would not revoke any already given instances. (Emilio, 2014)

EXPLORING COPYRIGHT

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CREATIVE COMMONS

What if my application is extremely successful?

If I were to create an application and license it under one of the six licenses mentioned before my work would be covered under the various Creative Commons Attributions. All of the attributions would require credit being given to me the copyright holder in any work derived from mine. While some attributions would protect from uses I do not agree to other would not allow for any license to be revoked as long as credit is given to me as the copyright holder. In this circumstance that would copyright license would be attribution. The same can be said for working being used commercially or in regards to changes being made to my work. If a copyright I am the holder of is successful and the copyright license is not used according the type of license I could sue and have the work taken down. I could also be entitled to a portion of the processes if not all.

On the other hand if were to use work that I am not the copyright holder of I would need to make sure that I know what license it is covered under. For example an “Attributions” license would only require credit to the copyright holder. Under this license I could copy, distribute, edit, remix, or build upon the copyrighted work. The copyright holder would not be able to revoke or sue me as long as I credited them in the process. However, If the copyrighted work is cover by an “Attributions-NonCommercial-NoDeris” license I would need to very carful in my intentions since this is the most restrictive Creative Commons copyright license. Work under this license cannot be changed, distributed commercially, and credit must be given. If I do not adhere to these rules would most likely get my license revoked and/or sued.

EXPLORING COPYRIGHT

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CREATIVE COMMONS

What if my application is copied?

Much like the example above, I would be limited in the actions I can take if my application is copied. If the copier is using an application I have covered under the basic “Attributions” copyright they would only need to give me credit when using my work. Again there would be ramification I can take as long as this is done. However, if I have cover my application under an “Attribution-NonCommercial-ShareAlike” copyright the copier would not be allowed to use it under commercial distribution purposes. They would also need to give me credit as the copyright holder, and most importantly it would need to adhere to the like-minded purpose I intended it to. This would mean if I intended my copyrighted work to only be used for teaching purposes and it was used for political purposes then they would be violating my copyright license.

These same rules would apply to me if I were to copy work that I was not the copyright holder of. While some license would limit what I could produce with the copied work other would allow me to work freely and openly copy, edit, remix, and distribute in any manner I see fit as long as I at least give credit to the copyright holder. If I were to be in violation of the copyright license agreement then I could open myself or my employer up to a lawsuit. Take for example the “Attribution-NoDerivs” copyright license. If I were to copy work covered under this license and changed anything about this work even in the smallest the agreement would be violated.

EXPLORING COPYRIGHT

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CREATIVE COMMONS

What if my application is sold?

In the event that my application is sold and I am the copyright holder I would need to make sure that any and all uses adhere to my specification based on the type of copyright. In the event that I have placed my application under a “Attribution-ShareAlike” or “Copy left” copyright license, the application could be remixed, tweaked, or built upon for commercial or non-commercial purposes. However, if the application does not adhere to my intended purposes I would be within my rights to revoke or sue. I would need to be careful in selecting the copyright license if I plan on selling my application. If it is one that I simply want to make money off of I might consider placing it under a simple “Attributions” copyright since it would give me the ability to sell it multiple times over.

However if I am using work that I am not the copyright holder of I would have to select work that allows me to create a sellable application. If my intentions are not to stay within the like-minded purpose of the copyright holder I would want to steer away from work copyrighted by the “Attributions-ShareAlike” and “Attributions-NonCommercial-ShareAlike” since they require me to do such. I might look at work that is licensed under the other four and limited by if I wanted to make changes or even publish it commercially. When using work that I am not a copyright holder of it might be easiest to look for work published under the “Attributions” copyright license, since it is the easiest to use for maximum distribution.

EXPLORING COPYRIGHT

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ROYALTY FREE

Description

“Royalty free generally means that you pay a one-time fee in exchange for the right to use a photograph (or some other work protected by copyright, patent, or trademark) according to agreed upon terms, with no ongoing license fees due for further use. It does not mean that the work is copyright free. That’s a misconception. Copyright free means just what it says — a copyright free work is not protected by copyright. While you might have to pay a fee to obtain a copy of the work, your use will not be restricted unless you’ve agreed that it will be (in an enforceable contract). The term “copyright free” is often used, mistakenly, where copyrighted works are licensed to the public for free ... but with some restrictions on use.” (Public Domain, 2017)

EXPLORING COPYRIGHT

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ROYALTY FREE

What if my application is extremely successful?

If my application were to be extremely successful and covered by a royalty free copyright this would require my one-time fee to be paid in exchange for the rights to use my application. This means that the price I have stated my application to be worth would be an absolute requirement and not free contrary to popular belief. Since the application would not necessarily be free there would be profitability with using the royalty free license. In addition to paying the one-time fee, the royalty free copyright license could contain specific terms that would also need to be followed. Any violations of this license or failure to pay the fee would entitle me as the copyright holder to sue or revoke the license.

On the other hand if I am not the copyright holder I would need to make sure I am willing to pay the one-time fee and possibly follow the specific licensing terms. This might require me to look at several different copyrighted works until I find one that best suits my specific circumstances. Take for example a copyright free photo, in this case there is no one-time fee to pay, but the specific terms state that I cannot use the photo for commercial distribution purposes. As a result I would not want to use this photo when building an application for a major company such as Nike. I might be better off looking for a royalty free copyrighted photo that has a one-time fee since I might give me the freedom to use the photo for a commercial application. If I do not adhere to the one-time fee or the specific terms properly then I could have my license revoked looking my application and/or opening myself/my employer up to a lawsuit.

EXPLORING COPYRIGHT

MDV239-O 01

ROYALTY FREE

What if my application is copied?

In the case of my application being copied under a royalty free copyright license, I could need to look at each instance under a case-by-case situation. I would need to make sure my one-time fee has been paid in full if I so choose to add one. I would also need to look at all the angles in which it is used and make sure they fit to the specific terms I added if I so choose. Take for example if I add a “non-political use” line in to my terms for my application and it is then used for a political campaign promotion. Even if my fee has been paid in full I could still challenge, revoke, or sue for the violation of my terms of use.

The same could be said if I am using an application to which I am not the copyright holder of. I could search for the best possible royalty free application to suit my needs with a fee and/or specific usage terms. Depending on the intended use I might look for a royalty free application that does not have specific usage terms. It would make it easier to use the application to its fullest extent without possibly having my license revoked or being sued.

EXPLORING COPYRIGHT

MDV239-O 01

ROYALTY FREE

What if my application is sold?

Generally if my application would be sold then I would be a one-time fee. This does not mean that one person could buy the application and then all other wanting to use it wouldn't have to pay for it. Instead this would mean that in each instance where the application is sold I would get a one-time fee per person buying the application. However, if I choose to waive my one-time fee and opt to have it a free application to download I might require in the specific terms that the user should watch a video after the application has been launched for two minutes or after each game has been completed before going to the next level.

On the other hand if I am using a photo/song in which I do not hold the copyright to in my application. I need to make sure that the one-time fee does not extend to every derivative application. Meaning I do not want to pay the original copyright holder every time one of my applications are sold just because I used their photo. More so I would also need to see if the copyright holder has added specific terms to their copyright that I might violate. This could cause a lot of issues and money down the road. Then the owner of the photograph would have a claim to part of my profits.

EXPLORING COPYRIGHT

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PUBLIC DOMAIN

Description

The term “public domain” refers to creative materials that are not protected by intellectual property laws such as copyright, trademark, or patent laws. The public owns these works, not an individual author or artist. Anyone can use a public domain work without obtaining permission, but no one can ever own it.

There are four different ways to which work can be added into the public domain.

1. The copyright expires.
2. The copyright owner failed to follow copyright renewal rules.
3. The copyright owner deliberately places it in the public domain, known as a “Dedication”.
4. Copyright law does not protect this type of work.

In addition, there are also certain works that cannot be added into the public domain two of which are short phrases, and facts/theories.

EXPLORING COPYRIGHT

MDV239-O 01

PUBLIC DOMAIN

What if my application is extremely successful?

In the case of my application becoming extremely successful and placed in to the public domain I would not have a stake in the success. This is because I do not technically own the rights to the application after declaring it public domain; the public would own the rights. I could not benefit from the success in this instance. In the case of public domain you want to be absolutely sure you don't want to profit from this particular application. There are cases of adding code or application into the public domain to let other expand upon your work for the greater good.

However, I could pull an application or code from the public domain add to it and make it now my own new instance. After doing this I could then profit from a public domain application, since I have made it my own. There are cases of this with software being added to the public domain, so that not one company can monopolize useful software that would be beneficial to the mass public. One exception to the public domain usage rules is selling or downloading a collection of work that is in the public domain, such as Sherlock Holmes.

EXPLORING COPYRIGHT

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PUBLIC DOMAIN

What if my application is copied?

If I added my application into the public domain and then it was copied I could not go after that particular individual for my beneficial purposes. However, the “public” could sue that individual/ company if they did not add some significant changes. If the application was word for word that which I had added that individual could not benefit from its use because of it being placed into the public domain. If the individual or company did add significant changes to the application to which I created they could fully benefit from its use out of the public domain.

If the application was copied before being placed into public domain, via one of the four ways listed in the definition, then there could be claim to having it taken down or a lawsuit by myself or by individuals on my behalf if I have passed away. Even if the application were under copyright 69 years after my passing it would not be public domain, since I would need to have been dead for 70 years. This is why applications, songs, movies, literature are being rereleased as new and improved every so often. After the application is rereleased the copyright license starts over again until the next time they rerelease it.

EXPLORING COPYRIGHT

MDV239-O 01

PUBLIC DOMAIN

What if my application is sold?

If I chose to sell the exact same application after placing it into the public domain I would have no claim to the proceeds. This is because again the public would own the right to that particular application. However, I choose to take that application and make significant advancements, code changes, or processing improvements then I could sell the application since it would be different from the one I dedicated/placed into the public domain.

Much like the instance of the application is copied while in the public domain it would depend on how close it is to the original application and when exactly it was copied. If it not with in bound of the public domain that the time of the sale then it could be taken down or a lawsuit by me to have the application compensate me the owner. However, if it was in the public domain the seller would need to change the application in some significant manner in order to benefit from it.

EXPLORING COPYRIGHT

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COPYRIGHT PROTECTED

Description

Copyright comes into existence when something that is capable of copyright is fixed into a tangible medium of expression. This could mean something is written down, filmed, photographed, painted or created in some other manner; Something not just in that individuals head. Most all created work can be copyrighted as long as it has some tangible fixed medium. All created work automatically gets a copyright of “All rights reserved”.

EXPLORING COPYRIGHT

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COPYRIGHT PROTECTED

What if my application is extremely successful?

In the case of my application becoming extremely successful I would automatically have a copyright protection starting for the first day I tangible started to create it. If I have not started the process of legally filing another form of copyright I cannot have a legal judgment or action inflicted upon the violator. If have started that process or had it granted, this could be the concept, design, and eventually the application as a mass. If before I published the application I did not get a different form of copyright this would step in to protect my work. As an “All rights reserved” automatic copyright I could protect any and all aspects of my work that did not exactly or closely related to another pre-existing copyright. If my application was nearly a mirror image of another pre-existing copyright, known or unknown to me that copyright holder could own a stake to my application or even the profits I gained.

On the other hand if my application was the pre-existing application I could negotiate to have the application taken down, selling a licensing fee, or sue for copyright infringement. Most often this is seen in song when the lyrics, tempo, or baseline is exactly or almost exactly copied. The pre-existing copyright would have to prove its likeness and then it would be ruled on case-by-case bases. Depending on how close the match is would mean a win. This is why paintings can be recreated in the same style with a different subject from the original without being in violation of a copyright.

EXPLORING COPYRIGHT

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COPYRIGHT PROTECTED

What if my application is copied?

If my application were copied without my consent or a licensing agreement under a copyright protection I would have a right to sue the individual or company that violated my automatic copyright protection. Even under an “All rights reserved” copyright protection without any further protection I would have the right to say whom uses my application and under what circumstances. If I chose to have the application taken down it would require legal counsel and could even result in a license agreement, cash settlement, or further actions.

If I have not started the process of legally filing another form of copyright I cannot have a legal judgment or action inflicted upon the violator. The same could be said if were the copier of an application that was under an “All rights reserved” copyright protection. I would have to gain legal counsel and either agree to settle/take down my application, which could result in further ramifications. Or somehow prove that I did not knowingly copy the application, but instead it was stroke of bad luck. In some cases this could also allow for judgments to be ruled in my favor and not ramifications placed upon me. Another option would be to prove that I had a copyright to the application/code before the person I supposedly copied. This could then flip the lawsuit for me to sue the other party and have the reverse affect than what was initially expected.

EXPLORING COPYRIGHT

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COPYRIGHT PROTECTED

What if my application is sold?

If my application were to be sold under my consent I would most likely need to negotiate specific terms, fees, and uses for my application according to what I would have expected out of a more advanced copyright. While this type of copyright would fit my needs if I had a chance to negotiate I would most like want to get a more encompassing copyright before selling my application. This might save a lot of time and heartbreak if the company/individual I am selling my application to doesn't agree to my terms of negotiation. At the very least I would be protected from the get go of building an application.

On the other hand if my application is sold by an individual/company that is not me, the copyright holder, than I would need to take appropriate legal action in interruption this sale. By accurately logging and establishing a timeline for the application I would be able to defend my copyright even with one as basic as the "All rights reserved". This is beneficial in keeping any copyright violations within legal bounds. If I have not started the process of legally filing another form of copyright I cannot have a legal judgment or action inflicted upon the violator.

EXPLORING COPYRIGHT

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PUBLIC DOMAIN

Description

Richard Stallman first wrote this form of copyright on February 25, 1989. The General Public License (GPL) currently is up to its third version as of 2007. It was founded on the principle that we should be free to use, change, share, and share changes to free software. IT does not depend on how it distributed because it will always remain free. . This is an example of “Copyleft”. GPL code can be sold, but not the proprietary software that was derived from it. Once the work is released under the GPL it will remain under the GPL and not further restriction can be applied. (Bushell, 2017)

EXPLORING COPYRIGHT

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PUBLIC DOMAIN

What if my application is extremely successful?

If my application is extremely successful odds are I have already started the process of gaining a copyright protection of my choosing. Although if have not started this process and I solely have a GPL/GNU copyright license then it is a free license that would protect my software or code that makes up my application. It would protect me in sharing, changing, and using my application under the GPL/GNU. I were to solely want to be covered by the GPL/GNU I would need to be comfortable allowing other to share, add to, and change the code that I have initially created. I could keep original versions of the code as a back up.

However, there is other ways that a developer can protect their code under the GPL/GNU. I could protect my rights with two steps: Asserting a copyright on the software that would further protect it, secondly would be to offer this license giving me legal permission to copy, distribute and/or modify it. This copyright has to be taken on a case-by-case instance, much like the public domain copyright. If you do not want to benefit financially and wanted to share with others, keeping the application under this copyright solely would be a good choice.

EXPLORING COPYRIGHT

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PUBLIC DOMAIN

What if my application is copied?

In the instance of my application being copied under the GPL/GNU copyright that would be just what the intended purpose is. Since the GPL/GNU is copyright is written with sharing, copying, and editing in mind that would be just what I as the developer wanted. That being said I could end up placing the code under another copyright if I decided that it would be valuable to me in the long run. By keeping the code under the GPL/GNU solely I would want to share the “wealth” with other developers with a goal of bettering or expanding upon the already existing application.

If I decided that the application copied in a way for purposes I did not intend or was used to make another application that made millions I could place it under a different copyright to further protect it. Also depending on how it was copied there could be other ramifications. Take school for example; plagiarism is very serious offense even in the most important learning time or our young coding abilities. Knowingly or on accident this could result in expulsion and/or failure of a course or out of school.

EXPLORING COPYRIGHT

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PUBLIC DOMAIN

What if my application is sold?

If my application were to sell under a GPL/GNU copyright than I would still own the copyright to the original code. The only downside to my code being sold after being shared and published for other designers and developers to see is that they would then see the potential is how the code might financially benefit them also. Much like in the success and copied questions above I would always reserve the right to further copyright my code, but this could back fire since the developers have already gained access to the code and would know how it works and flows.

On the other hand if I am a developer whom as gained access to GPL/GNU code that eventually because successful and sold, I would know how to make that application. I could make a few significant changes to the code that would make it my own. As a result I could re-skin the application or make into a different enough version to sell my application. While this might seem wrong it would be within my bounds to do so.

EXPLORING COPYRIGHT

MDV239-O 01

GPL/GNU

Description

Richard Stallman first wrote this form of copyright on February 25, 1989. The General Public License (GPL) currently is up to its third version as of 2007. It was founded on the principle that we should be free to use, change, share, and share changes to free software. IT does not depend on how it distributed because it will always remain free. . This is an example of “Copyleft”. GPL code can be sold, but not the proprietary software that was derived from it. Once the work is released under the GPL it will remain under the GPL and not further restriction can be applied. (Bushell, 2017)

EXPLORING COPYRIGHT

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GPL/GNU

What if my application is extremely successful?

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However, there is other ways that a developer can protect their code under the GPL/GNU. I could protect my rights with two steps: Asserting a copyright on the software that would further protect it, secondly would be to offer this license giving me legal permission to copy, distribute and/or modify it. This copyright has to be taken on a case-by-case instance, much like the public domain copyright. If you do not want to benefit financially and wanted to share with others, keeping the application under this copyright solely would be a good choice.

EXPLORING COPYRIGHT

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GPL/GNU

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If I decided that the application copied in a way for purposes I did not intend or was used to make another application that made millions I could place it under a different copyright to further protect it. Also depending on how it was copied there could be other ramifications. Take school for example; plagiarism is very serious offense even in the most important learning time or our young coding abilities. Knowingly or on accident this could result in expulsion and/or failure of a course or out of school.

EXPLORING COPYRIGHT

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GPL/GNU

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On the other hand if I am a developer whom as gained access to GPL/GNU code that eventually because successful and sold, I would know how to make that application. I could make a few significant changes to the code that would make it my own. As a result I could re-skin the application or make into a different enough version to sell my application. While this might seem wrong it would be within my bounds to do so.

EXPLORING COPYRIGHT

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CONCLUSION

What license(s) do you like the best? Why?

After all of the research I have completed thus far, I am inclined to say the license I like best would be from the Creative Commons copyrights. This license would be the “Attributes-ShareAlike”. I have selected this license because in terms of security and freedom it has a leniency towards both. I would have the same protection of getting credit for my created work, but also the protection of “ShareAlike”, which would mean any licensed work, would have to stay within my like-minded intentions for the work. If I do not agree with the way in which it was published or didn't receive credit I would have the right to legal ramifications. This particular attribute would also give just enough freedom to publish either commercially or non-commercially, which would allow for maximum distribution.

Part 2

MEDIA ASSETS SERVICES

MDV239-O 01

SERVICE #1: CREATIVE MARKET

Website Link: <https://creativemarket.com>

Creative Market is a platform, much like Etsy, of handmade, design content for independent creative around the world. (Creative Market, 2017)

Description of the type of assets the service offers:

On the creative market platform the following assets can be found: photos, Streaming Media, Graphics Templates, Themes, Fonts, Add-ons, and 3D work. All work found within this platform was created by a independent designer, so the style of the work will vary greatly.

The licenses the service supports:

According to the Creative Market website items purchased under the “Standard License” may be used to create End Products for Sale where lifetime sales of the End Product for sale do not exceed 500 units. Items that are purchased under the “Extended License” may be used to create End Products for Sale that may be sold an unlimited number of times. Both Standard and Extended License prices are set by the shop owners based on what they feel best suits that product or design.

This would be a prime example of a Royalty Free copyright. While some of the products do not have a one-time (could be more for Extended licensing) fee they do have specific terms via the Standard and Extended Licenses.

The cost of obtaining the asset(s):

The cost of obtaining media assets from the Creative Market website could range from \$0 upwards of \$500. These prices vary so much because the originator and not the Creative Market team set them. However, there are special packages or that are free for a limited time to download. This could mean a package that was \$40 last week could be available for \$0 for the weekend.

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SERVICE #2: DESIGNMODO

Website Link: <https://designmodo.com>

Designmodo is a great resource of informative material for designers and web developers. We are makers of highly rated User Interface Packs, you can get acquainted with Designmodo shop here, and you can download a couple of other UI packs for free. (Designmodo, 2017)

Description of the type of assets the service offers:

On the Designmodo website the available assets include UI Kits, Startup Frameworks, Slides, Color Kits, Written Content, Fonts, iPhone Mockups, Flowcharts, and Tools among many items. Much like the Creative Market these elements are created by individuals work for Designmodo so the style and prices can vary greatly.

The licenses the service supports:

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The cost of obtaining the asset(s):

The pricing for Designmodo can range from \$0 to \$199+. This does not mean the prices couldn't be more than \$199 because they could release a product that would cost more than that amount.

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SERVICE #3: UI8

Website Link: <https://ui8.net>

UI8 is a group of three individuals whom according to their website are obsessed with quality pixels and productivity. Designers and creators can publish their various products on the UI8 platform allowing for maximum distribution.

Description of the type of assets the service offers:

On the UI8 platform the following products can be found: Mockups, UI Kits, Wireframe Kits, Themes & Templates, Icons, Fonts, Presentations, and Sketch.

The licenses the service supports:

According to the UI8 Website licensing agreement each item available for purchase or download can be used for individual use or for a multiple-team use. If a team would be using the license then the appropriate number of license would need to be purchased to stay within the copyright agreement.

This would be an example of the Copyright Protected property. Each item would protect by an “All rights reserved”. There are more specific terms, which UI8 stipulates, in their licensing agreement. One of which is that its products cannot be used as part of a logo, trademark, or service mark.

The cost of obtaining the asset(s):

The pricing for UI8 platform can range from \$0 up to \$128 currently. They do offer an alternative of the Unlimited Pass for \$250 (regularly it would cost \$500). This pass will grant access to over 779 products (more added each week), and VIP access to early releases.

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SERVICE #4: ICON DEPOSIT

Website Link: <https://www.icondeposit.com>

Icon Deposit is provided as a public service to the users. Users can use, create, and share creative works on their platform.

Description of the type of assets the service offers:

On the Icon Deposit platform a user can expect to find Icons, Animation art, Fonts, Designs, 3D artwork, and buttons to name a few.

The licenses the service supports:

According to the Icon Deposit website users are free to public their work under any license they so choose. Icon Deposit chooses to copyright all of their published items under the Creative Commons version 3 as stated in their licensing section. However, some users choose to public under various other licenses including the Public Domain.

The cost of obtaining the asset(s):

The pricing for using products from Icon Deposit seems to be for the most part free. This means that the user would not need to pay an amount in currency to the creator, but instead they might need to tweet the product on their personal twitter page or follow the creator.

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SERVICE #5: GRAPHIC BURGER

Website Link: <http://graphicburger.com>

According to the Graphic Burger's about page they are a buffet of premium quality design resources offered for free to the community. They do only serve Photoshop files "cooked" in-house along with featured top-notch freebies from creative around the world. (Graphic Burger, 2017)

Description of the type of assets the service offers:

On the Graphic Burger the following assets can be found: UI Kits, Icons, Text Effects, Backgrounds, among other items.

The licenses the service supports:

According to the Graphic Burger license section of their website they publish under a royalty free copyright for both personal and commercial projects. This means that the resources can be modified according to my requirements and I can also include them in websites, applications, printed materials among other things according to the rights section. They do not require attribution back a link to their site as a result, but the state that credit would be appreciated.

The cost of obtaining the asset(s):

The pricing for using products from Graphic Burger will cost \$0 up to and unspecified amount. This is because the user would need to click on each product to see if there is a cost and if there is what it might be.

REFERENCES

MDV239-O 01

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