

Four Powerful Little Words

Artists Beware

©2007 Thomas Broadfoot III

Four Powerful Little Words:

Keep an eye out when you are involved with art sites and communities. Check their **terms of service, acceptable usage policies,** and **any other documents** to see if there are any phrases, **which nullify your bundle of rights** to your property. Though the site may say **you retain** your copyright many sites put in terms that will have **the site share your rights** without compensation or need to acknowledge your copyrights. Look for the **most common gotcha clause** on the Internet:

"Subscriber automatically grants, or warrants that the owner of such material has expressly granted (insert site name here) the **royalty-free, perpetual, irrevocable,** non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. Subscriber also permits any other Subscriber to access, view, store or reproduce the material for that Subscriber's personal use. Subscriber hereby grants (insert site name here) the right to edit, copy, publish and distribute any material made available on (insert site name here) by Subscriber."

Let's look at just this small four word phrase "**royalty-free, perpetual, irrevocable**" let's break down each word so that as an artist we can understand what these simple little words really mean to your creative works, your copyright and your intellectual property.

Royalty -

- a.** A share paid to a writer or composer out of the proceeds resulting from the sale or performance of his or her work.
- b.** A share in the proceeds paid to an inventor or a proprietor for the right to use his or her invention or services.

Free -

- a.** Costing nothing; gratuitous: *a free meal.*
- b.** Publicly supported: *free education.*

Perpetual - Lasting for eternity.

Irrevocable - Impossible to retract or revoke; *an irrevocable decision.*

So in simple terms those four little words break down into:

"(insert the site name here) has the right to use your copyright forever, without having to compensate you the owner of the intellectual property. The owner of the intellectual property has no right to rescind or revoke these rights from the (insert site name here)."

What you the copyright holder **have given away** is all your rights to your intellectual property **to the site owner** once you have placed it on the site. Most site owners are not disreputable or dishonest but by having those four words they effectively **have taken your full bundle of copyrights and transferred them.** In effect, you have **shared your copyright** with the site without any compensation or future compensation.

And what can they do with these bundle of rights “**reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material.**”

Please re-read the above paragraph, the site can make mouse pads, calendars, books, mugs, prints, and any other product that the site owner **deems fit and not have to compensate the original copyright holder**. Technology can turn low-res images into poster-sized prints without much trouble with quality issues.

Let us add to the fact that **many** of these sites **charge you the artist for posting** your images on the site. In reality, you have **paid a site legally to transfer** your bundle of copyrights to them **without any compensation or future considerations**.

Let that sink in for a moment with four powerful words in a document that most people do not read fully you the artist have paid the site owner to take your intellectual property. Use it anyway, they deem fit without any compensation to you the artist. As the artist and owner of the copyright, I would not so freely give up my rights to my intellectual property to anyone without fair compensation for those rights.

There is nothing wrong with terms like this:

“Subscriber automatically grants, or warrants that the owner has expressly granted (insert site owner name here) and (insert site owner name here) the royalty-free, non-exclusive right and license to use the copyrighted works on the (insert site owner name here) website. All other rights of ownership reside with the Subscriber. Subscribers retain copyright of their works.”

Can you see the difference in two terms of copyright usage? Which would you prefer to do business with one that honors your copyright or one that usurps them with four powerful little words?

©2007 Thomas Broadfoot III

If you found this of interest, feel free to distribute this to your fellow artist friends. This E-Pamphlet is to help make certain practices common knowledge. Through public awareness, the practices described in this E-Pamphlet are eventually altered to the benefit of all who create using their intellect.

[No Longer a Starving Artist](#)