Creative Commons Corporation ("Creative Commons") is not a law firm and does not provide legal services or legal advice. Distribution of this Public License does not create a lawyer-client or other relationship. Creative Commons provides this Public License and all related information on an "as-is" basis. Creative Commons makes no warranties regarding this Public License or any material licensed under its terms or any related information, and disclaims all liability for damages resulting from their use.

#### Using this Public License

This Public License provides a standard set of terms and conditions that creators and other rights holders may use to share original works of authorship and other content and materials subject to Copyright and Similar Rights (defined below).

**Considerations for licensors:** This irrevocable Public License is intended for use by those authorized to give the public permission to use material in ways otherwise restricted by Copyright and Similar Rights. Licensors should read and understand its terms and conditions before using it. Licensors should also secure all rights necessary before applying this Public License to material, to enable its reuse by the public as intended. Licensors should clearly mark any material not subject to this Public License, such as other CC-licensed material they have used or material used under an exception or limitation to Copyright and Similar Rights. More considerations for licensors [hyper-link]

**Considerations for the public:** By applying this Public License, a licensor grants the public permission to use the material licensed on specified terms and conditions when permission is required because of the licensor's Copyright and Similar Rights. If the licensor's permission is not necessary for any reason, including because of any applicable exceptions and limitations to Copyright and Similar Rights, then that use is not regulated by this Public License. This Public License only licenses Copyright and Similar Rights that a licensor has authority to license. Use of the material licensed here could be restricted for other reasons, including because others have copyright or other rights in the material. More considerations for the public [hyper-link]

# **Public License**

By exercising the Copyright and Similar Rights licensed here, You accept and agree to be bound by the terms and conditions of this Public License. To the extent this Public License may be interpreted as a contract, You are granted the rights below in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available to the public under these terms and conditions.

#### Section 1 – Definitions.

- (a) Adaptation License has the meaning given in Section 3(b)(1).
- (b) Adapted Material means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed or otherwise modified in a manner requiring permission under the Copyright and Similar Rights licensed here. For purposes of this Public License, where the Licensed Material is a musical work, performance or sound recording, Adapted Material is produced when the Licensed Material is synched in timed-relation with a moving image. In addition, if the Licensor has Sui Generis Database Rights that apply to You, if You extract all or a substantial portion of the contents of the database and include that content in a database in which You have Sui Generis Database Rights (but not its contents) is Adapted Material.
- (c) Copyright and Similar Rights means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, phonogram and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section 2(b)(1) and (2) are not Copyright and Similar Rights.
- (d) **Creative Commons Compatible License** means a license listed at http://creativecommons.org/compatiblelicenses and approved by Creative Commons as essentially the equivalent of this Public License.
- (e) **Exceptions and Limitations** means fair use, fair dealing and/or any other right, limitation or exception to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- (f) **License Elements** means the following conditions and limitations indicated in the name of this Public License: Attribution, NonCommercial, ShareAlike.
- (g) Licensed Material means the artistic or literary work, production, database or other material to which the Licensor has applied this Public License.
- (h) **Licensed Rights** means all Copyright and Similar Rights in the Licensed Material that apply to You and that the Licensor has authority to license under the terms and conditions of this Public License.
- (i) Licensor means the individual or entity granting this Public License.

- (j) NonCommercial means not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.
- (k) Share means to distribute material to the public by any means or process such as public display, performance, dissemination or communication, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them, in all cases only to the extent permission to do so is required under the Copyright and Similar Rights licensed here.
- Sui Generis Database Rights means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights in other locations.
- (m)**You** means the individual or entity exercising the Licensed Rights under this Public License. **Your** has a corresponding meaning.

# Section 2 – Scope.

- (a) <u>License grant</u>. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, nonexclusive license to exercise the Licensed Rights in the Licensed Material for NonCommercial purposes only, including
  - to reproduce and Share the Licensed Material,
  - to produce, reproduce and Share Adapted Material and
  - where the Licensed Rights include Sui Generis Database Rights, to use and Share all or a substantial portion of the contents of the database.

(1) <u>Exceptions and Limitations</u>. Where any Exception or Limitation applies to Your use of the Licensed Material, this Public License does not apply and You do not need to comply with its terms and conditions.

(2) <u>Term</u>. This Public License applies for the term specified in Section 5.

(3) <u>Media and formats; technical modifications allowed</u>. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent effective technological measures applied by the Licensor. For purposes of this Public License, making modifications authorized by this Section 2(a)(3) does not produce Adapted Material.

(4) <u>No additional or different terms; no sublicensing</u>. Every recipient of the Licensed Material or Adapted Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License. You may not offer or impose any additional or different terms or conditions on, or apply any effective technological measures to, the Licensed Material or Adapted Material that prevent any such recipient from exercising the Licensed Rights.

(5) <u>No endorsement</u>. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3(a)(1)(A).

(b) Other rights.

(1) Moral rights and publicity, privacy and other similar personality rights are not licensed under this Public License; *however*, to the extent possible, the Licensor waives or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

(2) Patent and trademark rights are not licensed under this Public License.

(3) To the extent possible, the Licensor waives the right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves the right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.

# Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

### (a) Attribution.

(1) If You Share the Licensed Material (in unmodified, excerpted or other form) or Adapted Material, You must:

(A) identify the creator(s) of the Licensed Material and others designated by the Licensor to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym or trademark if designated);

(B) retain a copyright notice if supplied by the Licensor with the Licensed Material;

(C) retain a notice containing customized disclaimers or limitations of liability, or an undertaking of warranties, if supplied by the Licensor with the Licensed Material;

(D) indicate if You have modified the Licensed Material and if so supply a URI or hyperlink to the Licensed Material in unmodified form if reasonably practicable; and

(E) indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.

For the avoidance of doubt, where the Licensor has Sui Generis Database Rights that apply to You, You must comply with the above conditions if You Share all or a substantial portion of the contents of the database.

(2) You may satisfy the conditions in (1) above in any reasonable manner based on the medium, means and context in which the Licensed Material or Adapted Material is Shared. For example, it may be reasonable to satisfy some or all of the conditions by providing a URI or hyperlink to a resource that includes some or all of the required information.

(3) If requested by the Licensor, You must, to the extent reasonably practicable, remove any of the information required by Section 3(a)(1)(A-C).

(b) ShareAlike.

In addition to the conditions in Section 3(a), above, if You Share Adapted Material, the following conditions also apply.

(1) You may only license Your Copyright and Similar Rights in Your contributions to the Adapted Material under a Creative Commons license, this version or later, with the same License Elements, or under a Creative Commons Compatible License (whichever license selected is the "Adaptation License"). For the avoidance of doubt, this Public License continues to apply to the Licensor's Copyright and Similar Rights in Adapted Material as provided in Section 2(a)(4).

(2) You must include the text of, or the URI or hyperlink to, the Adaptation License. You may satisfy this condition in any reasonable manner based on the medium, means and context in which You Share the Adapted Material.

(3) You may not offer or impose any additional or different terms or conditions on, or apply any effective technological measures to, the Adapted Material that restrict the exercise of the rights granted under the Adaptation License.

Section 4 – Disclaimer of Warranties and Limitation on Liability.

- (a) To the extent possible, the Licensor offers the Licensed Material as-is and asavailable, and makes no representations or warranties of any kind concerning the Licensed Material, express, implied, statutory or otherwise. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non infringement, absence of latent or other defects, accuracy or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.
- (b) To the extent possible, in no event will the Licensor be liable to You on any legal theory or otherwise for any special, indirect, incidental, consequential, punitive or exemplary damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such damages. Where limitations of liability are not allowed in full or in part, this limitation may not apply to You.
- (c) This Section 4 applies unless the Licensor indicates otherwise in a notice supplied with the Licensed Material as contemplated by Section 3(a)(1)(C).

# Section 5 – Term and Termination.

- (a) This Public License applies for the term of the underlying Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then this Public License terminates automatically as to You, and You are no longer permitted to exercise the Licensed Rights under this Public License.
- (b) Notwithstanding the above, Your right to use the Licensed Material under this Public License reinstates automatically:
  - (1) as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
  - (2) upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 5(b) does not affect any rights the Licensor may have to seek remedies for violations of this Public License by You.

- (c) For the avoidance of doubt, the Licensor may license the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; *however*, doing so will not terminate this Public License.
- (d) Sections 1, 4, 5, 6 and 7 survive termination of this Public License.

#### Section 6 – Other Terms and Conditions.

- (a) <u>By You</u>. The Licensor shall not be bound by any additional or different terms communicated by You unless expressly agreed to by the Licensor.
- (b) <u>By the Licensor</u>. The Licensor may supplement the terms of this Public License in the following respects only:

(1) to disclaim warranties or limit liabilities differently from Section 4 or to undertake warranties, in any such case by indicating that in a notice supplied with the Licensed Material as contemplated by Section 3(a)(1)(C);

- (2) to offer additional permissions not granted under this Public License; or
- (3) to waive conditions of this Public License.

For the avoidance of doubt, the Licensor may license the Licensed Material under separate terms or conditions as provided in Section 5(c).

(c) <u>Otherwise</u>. Except to the extent permitted by Section 6(b), any additional arrangements, understandings or agreements concerning use of the Licensed

Material are separate from and independent of the terms and conditions of this Public License.

#### Section 7 – Interpretation.

- (a) Interpretation of this Public License shall be made with reference to Copyright and Similar Rights in effect where You use the Licensed Material unless applicable international law provides otherwise. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict or impose conditions on any use of the Licensed Material that would otherwise be free of restrictions or conditions.
- (b) If any provision of this Public License is deemed invalid or unenforceable, it shall be automatically reformed to the minimum extent necessary to make it valid and enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the validity or enforceability of the remaining terms.
- (c) No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- (d) Nothing in this Public License constitutes or may be interpreted as a limitation upon or waiver of any privileges and immunities that may apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

Creative Commons is not party to this Public License. Notwithstanding, Creative Commons may elect to apply this Public License to materials it publishes and in those instances will be considered the "Licensor" for purposes of this Public License. Except for the limited purpose of indicating to the public that the Licensed Material is shared under this Public License or as otherwise permitted by the Creative Commons policies published at http://creativecommons.org/policies, Creative Commons does not authorize the use of the trademark "Creative Commons" or any other trademark or logo of Creative Commons without its prior written consent including, without limitation, in connection with any modifications to this Public License or any other arrangements, understandings or agreements concerning use of the Licensed Material. For the avoidance of doubt, this paragraph does not form part of this Public License.

Creative Commons may be contacted at http://creativecommons.org/.