

Procreate Project CIC (PCP) is committed to respecting copyright and intellectual property rights.

Copyright ownership

The digital images records that are presented on the PCP' s Archive website are the copyright of artists owners across the world who have deposited their images with PCP to host on the Archive. The artworks, and objects that are shown in the images may also be in copyright, which belongs to the artists, artists' estates, or other applicable rights holders. The copyright of any other content, including the downloadable posters presented on this website belongs to PCP, who manages the website.

Permitted uses

The posters only presented on this website can be downloaded and used for non-commercial educational, cultural and research purposes, as well as certain [very specific uses](#) that are permitted under the UK's Copyright, Designs and Patents Act (1988), as amended and revised.

For 'cultural' we do not include any commercial purposes. The sale of the Posters is not in any case authorised.

- Public display and exhibitions self organised by individuals, collectives, galleries and museums
- Private use for educational or research purposes
- Education happening in libraries, universities and self-organised groups

Obtaining permission

To use and download PCP posters outside of these legal exceptions, please contact us (archivenetwork@procreateproject.com).

Take down notice

While PCP makes every effort to ensure the material it provides does not infringe copyright, it is possible that it may inadvertently make available material which infringes copyright, contains personal or sensitive data, or includes content that may be regarded as factually incorrect, offensive or defamatory and so the Archive operates a takedown procedure which allows you to request the removal of its online material.

All requests should be emailed to archivenetwork@procreateproject.com under the subject title of Takedown Request.

Specific Terms of Use and download for Procreate Project (PCP) Archive Posters

Your use of the web site available at ... and the related web-based software, browser interface, transmission, access and storage facilities, data, and services (collectively, the “PCP Archive Service”, the “Archive” or the “Service”) is subject to these Specific Terms of Use for PCP Archive Service (“Specific Terms”).

1. Agreement with PCP

Your agreement with PCP concerning your use of the Archive Service includes the General Terms of Service (...) and Privacy Policy (...) available through the websites by which the Services are accessed (the “General Terms”), these Specific Terms and any other terms reached between you and PCP with respect to the Services (the “Agreement”). In order to use the PCP Archive Service, you must first accept and agree to be bound by the Agreement. You can accept and will be bound by the Agreement by clicking to accept or agree to these Specific Terms when that option is made available to you by PCP in any user interface within the PCP Archive Service, or when you’re actually using the PCP Archive Service, or as otherwise provided by law. These Specific Terms may be changed by PCP without notice; changes to these Specific Terms will be posted on the web site through which you access the PCP Archive Service (the “Web Site”). Your continued use of the Service after any such change, if so posted, is your acceptance of and agreement to the Specific Terms as so changed.

As used in these Specific Terms, “PCP” means Procreate Project CIC, a UK based not for profit Community Interest Company, and “you”, including all of its grammatical forms, refers to the person using the Service and, if that person is acting on behalf of another person or entity, it also refers to and includes that person or entity.

- Copyright and Other Rights

The images, text, documentation, posters and other data on the Web Site through which you access via the PCP Archive Service (any or all of which data are referred to as the “Archive Contents” and “posters”) are protected by copyright and possibly by other laws and restrictions. PCP and relevant third parties own and expressly reserve all rights, including copyright, in whole and in part, throughout the world, in the Archive Contents and Posters. Any unauthorised copying or other use or modification of the Archive Posters may violate copyright laws, trademark laws, proprietary and property rights, the laws of privacy and publicity, contract, communications regulations, statutes, and other applicable laws. PCP and all relevant third party owners expressly reserve all remedies available under all applicable laws, regulations and statutes with respect to the Archive Posters. PCP is the owner of the PCP Archive Service and all Posters and no rights therein are granted to any user or person except as expressly provided for by these Specific Terms and the other terms of the Agreement. PCP does not claim ownership of the copyright in any original works of the artworks depicted in the PCP Archive Service or its related databases.

Limited Right to Use Service and Archive Materials

Subject to any requirement for payment (although use of the Archive by the general public is without charge), PCP grants you the right to use the Service to download and display the Archive Posters solely for limited non-commercial, educational, research, or scholarly use. For public display subject to any further requirements, restrictions or limitations published with respect to any specific Archive Posters, the permission to download and use the posters requires a written request and acknowledgment from the individual/organised group or institution to PCP using archivenetwork@procreateproject.com.

All copies of the Archive Posters must be properly cited and bear accurate identifying information published with respect to those Archive Posters, including proprietary information, credits, and attributions, copyright and trademark notices, and a citation to the URL address of the Web Site for the Service through which the Archive Posters were obtained, e.g. archivenetwork@procreateproject.com and archive.procreateproject.com.

PCP does not warrant or represent that your use of any Archive Posters will not infringe third party rights not owned by PCP. Archive Images under copyright owned by a third party may not be copied or used in any form and cannot be downloaded without permission from the holder of the underlying copyright or as permitted by law. You may not copy, distribute, publish, publicly perform, publicly display, modify, transmit, reuse, download, repost, or use the Archive Posters for commercial purposes, for personal gain or to create or generate derivative works, without the express prior written permission of PCP, unless you are the copyright owner of the Archive Images or your use qualifies as: (1) Fair Use or another legislative exemption, (2) Permitted Educational or Public Display Use, or (3) Press Use, all of which are further described below.

PCP's Reserved Rights: Use Restrictions.

PCP reserves the right at any time without any notice to any person to change or modify these Specific Terms and to change, modify, cease publication of or terminate the Service, or any aspect or portion of it. All rights in or to the use of Archive Posters and the PCP Archive Service not expressly granted to any person by PCP or not already subsisting in any third party are retained by PCP. Notwithstanding any other provision of these Specific Terms, no permission or license is granted by these Specific Terms to any person to download, copy, transmit, publish, publicly perform or display or otherwise use any Archive Posters for:

- (1) compilation, use by commercial stock houses or use by any commercial, non-profit, governmental or any other archive,
- (2) use by any person, or non-profit and governmental entities as set forth in other sections of these Specific Terms, other than providing services, instructional or educational materials to educators, teachers, schools, universities, students or the general public, or
- (3) the purpose of creating derivative works.

Other Permitted Uses

Subject specifically to the rights of third parties (which are entirely the responsibility of the user), PCP permits the following uses of Archive Posters:

a) Fair Use and Other Exemptions

I - PCP does not object to your reproduction, distribution, display, transmission and use of the Archive Posters if done for non-commercial educational and research purposes, as well as public display and certain [very specific uses](#) that are permitted under the UK's Copyright, Designs and Patents Act (1988), as amended and revised.

II - Unless otherwise noted within the Service, which generally will be noted in association with particular images or data sets, or expressly prohibited by these Specific Terms, no express permission is required from PCP for any use that falls within Fair Use or another legislative exemption under the UK's Copyright, Designs and Patents Act (1988), but two conditions apply:

- 1) no modifications may be made as to the integrity or attribution of the Archive Posters; and
- 2) all copies of the Archive Posters must be properly cited and bear accurate identifying information as published on the Web Site, including proprietary information, credits and attributions, copyright and trademark notices, and a citation to both the PCP Archive as a publication of Procreate Project and the URL address of the Web Site through which the Archive Posters were obtained, e.g.,... www.

b) Permitted Educational Use

I - PCP recognises that not every educational use qualifies for Fair Use or another legislative exemption. In order to further support the work of teachers and other educators, in accordance with PCP's own educational ethos to support the advancement and preservation of the arts, PCP consents to the following additional uses of the Archive Posters ("Permitted Educational Use"):

II - PCP consents to the copying, distribution, display, transmission, and use of the Archive Posters by individual teachers and other individual educators if done for the limited purpose of classroom or workshop instruction (including online instruction) in a non-profit or governmental school, museum, or other educational organisation; provided, however, that the Archive Posters are not sold or otherwise commercially distributed. The provisions concerning Permitted Educational Use do not apply to persons who package, prepare, or sell educational or instructional materials for teachers and educators nor to any person who publishes or compiles archival materials for the use of teachers and educators.

III - Unless otherwise noted within the Service, which generally will be noted in association with particular images or data sets, or expressly prohibited by these Specific Terms, no express permission is required from PCP for use that falls within Permitted Educational Use, but two conditions apply:

- 1) no modifications may be made as to the integrity or attribution of the Archive Posters; and
- 2) all copies of the Archive Posters must be properly cited and bear accurate identifying information as published on the Web Site, including proprietary information, credits and attributions, copyright and trademark notices, and a citation to both the PCP Archive as a publication of Procreate Project and to the URL address of the Web Site through which the Archive Materials were obtained, e.g.,.....

c) Press Use

I - PCP may provide dedicated pages on the Web Sites for members of the press. Except where noted otherwise, photographs, images, press releases, and articles (the "Press Materials") that appear on these dedicated pages may be downloaded, copied, and published (and in the case of text-based materials, translated) by members of the press for the sole purpose of creating or supporting timely news stories related to Procreate Project and the PCP Archive Service covered in the Press Materials in newspapers, magazines, Web publications, television, or other paper, broadcast and electronic media. Use of the Press Materials for any other purpose requires the additional, prior permission of Procreate Project and their use for any purpose may also require the additional, prior permission of third-party rights holders, which permission is the sole responsibility of the press user. Press Materials may not be downloaded, reproduced, or published by commercial stock houses or commercial or non-profit archives under any circumstances.

II - To the extent you choose to use subsets of information from the Press Materials, you agree that your use will not compromise their original context, accuracy, and integrity. Photographs and other images must be reproduced in their entirety and not cropped or otherwise altered.

III - The use of Press Materials must include the identifying information provided by Procreate Project, including proprietary collection information, author, artist and other credit lines, and copyright and trademark notices, if any.

Requesting PCP's Express Permissions

a) If your proposed use of the Archive Posters does not meet the conditions for Fair Use or another legislative exemption, Permitted Educational Use or Press Use, you must request and obtain express permission from PCP for use of the Archive Posters. Please be advised that PCP is selective in granting such permission and may impose a fee for doing so. Additionally, PCP may condition its own permission on your obtaining permission from any third party copyright owners. All permission fees collected by PCP are used to further PCP's support and publication of the PCP Archive Service for free public access

b) Questions concerning permissions should be directed to PCP using the contact information published on the Web Site under "Contact Us."

Errors and Omission;

Use at Own Risk

PCP makes reasonable efforts to assure but does not warrant or represent that any Archive Posters are accurate so far as they contain or are intended to reflect factual information such as, but not limited to, attributions concerning the creator and other facts concerning artwork and ownership of copyright works. PCP does not accept responsibility for inaccuracies in the Archive Posters or the consequences from use of the Service, regardless of how such inaccuracies or consequences might occur. It is your responsibility to assure the accuracy of any of the Archive Posters, including information related to the artists. For the foregoing reasons, and that PCP has no control over or knowledge concerning your use of the Archive Posters, PCP accepts and shall have no responsibility for any use of the Archive Posters or Service.

YOU AGREE THAT THE ARCHIVE POSTERS AND SERVICE ARE PROVIDED AS IS AND THAT YOUR USE OF AND YOUR RELIANCE ON SUCH ARCHIVE MATERIALS AND SERVICE AND ANY CONSEQUENCES FROM THE USE OF THE ARCHIVE POSTERS AND SERVICE ARE AT YOUR SOLE RISK.