

The following is My PSP Tubes' Terms of Use (TOU) for all tubes, graphics, comments, codes and other products purchased through our website. Please be advised that these terms are strictly enforced.

When creating signature tags and comments with any My PSP Tubes product please refer to these Terms of Use. A copy of these terms will be included in all **My PSP Tubes** product downloads.

My PSP Tubes Terms of Use

1. My PSP Tubes is the sole and exclusive owner of all My PSP Tubes graphic art packages ("Tubes"), comments, codes, tutorials and signature tags ("Products") displayed on its website including the rights relating thereto.
2. My PSP Tubes Tubes and Products may not be printed in any way, shape or form without a contract between the creator and My PSP Tubes. These are for online/digital use only!
3. No My PSP Tubes Tubes and Products may be sold or bartered or used for profit, commercial or "break-even" endeavors in any way. To find out about commercial licensing, please contact My PSP Tubes customer service. Furthermore, no Tube or Product may be displayed on any website or community that offers private or commercial services to the public.
4. My PSP Tubes reserves the right to use all Products made with Tubes (tags, banners, etc.) for marketing and other advertising and promotional purposes and do not require to display a license number.
5. No My PSP Tubes Tube may exceed 72 dpi (dots per inch) or ppi (pixels per inch) nor may it exceed 7 inches (17.78 cm - 504 pixels) on its longest side. All Tubes purchased from My PSP Tubes will be around or exactly 504 pixels and may not be upsized to have a larger tube.
6. All My PSP Tubes Tubes must have the copyright symbol, full name of the artist and artist website (depending on group rating) plus your My PSP Tubes License number clearly visible. You may not place a copyright symbol with your name on or around the image as it is considered a derivative work. You can, however put "tubed, tagged, sig by, etc" as your tagging mark.

Please credit your creations like this: © Full Name of Artist / Artist website / MPT####

MSN group members are allowed to omit the URL.

7. You may use only the My PSP Tubes images in your licensing package. If you have been using My PSP Tubes artist images for which you currently do not have a My PSP Tubes License, those may not be used. Purchasing an image and acquiring a license does not give you the unlimited access to any image except the one you've purchased directly.

8. All illegal use of My PSP Tubes Tubes or Products should be reported to violations@mypsptubes.com

9. My PSP Tubes Tubes and Products may not be "file-shared". Distributing My PSP Tubes Tubes and Products individually or through "file-sharing" is strictly prohibited. This includes distribution through any electronic or digital means - sending through sharing groups, uploading to personal websites with downloadable access, or via personal email from one person to another. Tags may be created for offer as long as they are not blank and the appropriate copyright credits and license are on each tag. Blank tags and "stats" are also prohibited. A shared tag or stat must have text on it to some degree, making it "designed", therefore, not blank.

10. i) The integrity of My PSP Tubes artist images must remain intact in all creations. Elements of the tags such as clothing and jewelry may be sparkled or use noise. Borders, lettering, names, etc. may be added and animated, to enhance the main image.

ii) You may make eyes of any My PSP Tubes artist image blink and hair move, but absolutely NO BREATHING IMAGES. Breathing images will ONLY be allowed by artists who have personally approved it.

iii) You may convert the image to grayscale or colorize an image to match the tag (all one color - example: sepia).

iv) You may not recolor clothes, hair, eyes or skin. You may use partials of the images such as close up profiles (headshots, portrait poses, waist/chest), but you may not switch heads on images.

v) Blends are allowed as long as there is at least one close up image.

11. Do not mix artists. The work of My PSP Tubes artists may not be blended with the work of another My PSP Tubes artist or any other artist not affiliated with My PSP Tubes.

12. Placement of "small" elements to cover prohibited parts of My PSP Tubes R rated images in order to allow for their usage in PG rated groups is permitted (example: star, bar, tex, circle, etc). My PSP Tubes artists reserve the right to amend any or all of these terms at any given time.

13. Stock photography may be used in any signature tags/stats/banners created with any My PSP Tubes Tube. When combining My PSP Tubes art along with stock photographs, you must display copyright information like this:

© Artist name, website (if applicable according to the rating of the group)

© Photographer Name and/or Website

My PSP Tubes license number

All information must be included on your creation. Usage of your own photography in the background of tags created with My PSP Tubes Tubes is permitted. When combining My PSP Tubes artists and your own photography, you must display copyright information like above.

14. You may create tutorials using My PSP Tubes artist images however you must clearly state on the webpage that persons following the tutorial must not use the same images in the tutorial unless they too have the appropriate My PSP Tubes artist license to do so. You must supply a link for the reader to obtain a license. You may not offer your licensed Tube or Product for download for any tutorial written and shared.

15. Websets, calendars and desktop backgrounds are allowed. Appropriate copyright including your license number must be given in the credits.

16. My PSP Tubes will allow donation buttons to be placed on group communities and websites so long as donations are for the upkeep of the community/site itself (removal of banners and pop-up ads). However, no donation buttons may be placed on any community, group, or internet website offering personal or professional commercial services. My PSP Tubes reserves the right to request the donation button, or the respective artist images, be removed right away if we feel it necessary. Failing to comply with this request will result in a suspended license.

17. My PSP Tubes reserves the right to amend, change or update their Terms of Use at any time.

Any such changes will be effective immediately upon notification by way of postings to the My PSP Tubes website or other affiliate internet groups.

18. This amendment shall be construed under and in accordance with the laws of the State of California. This amendment constitutes the entire understanding of the parties hereto, supersedes any prior agreements or understandings, written or oral between the parties with respect to the subject matter hereof.

19. My PSP Tubes will not honor any refunds for digital graphic purchases or any other products or services advertised on its website. Should you find the need to request a refund, please email contact customerservice@mypsptubes.com

20. i) You agree to defend, indemnify and hold harmless My PSP Tubes, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against My PSP Tubes based on your use of My PSP Tubes Tubes and Products.

21. My PSP Tubes shall have the right, in its sole discretion, to prosecute lawsuits against third persons for infringement of My PSP Tubes Terms of Use.

22. i) These Terms of Use shall be governed by the laws of California, irrespective of consideration of the law of California relating to choice of law.

ii) All disputes hereunder shall be resolved by binding arbitration in the State of California. You consent to be bound by such arbitration, and agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

Graphic Designers Requirements and Terms of Use

1. File Format

All non-animated tags (AKA comments) submitted will have to be in .psd Photoshop format. No .psp Paint Shop Pro files will be accepted. Animated tags should be saved in .gif format. File size should be 72dpi and saved as RGB.

These tags are solely for the company's websites. This means any tutorials, banners, headers that are displayed on any of the company's websites have nothing to do with individual's tags and sites.

2. Copyrights, Ownership and License Numbers

a) My PSP Tubes is the sole and exclusive owner of all tags created for comments and codes displayed on its website including the rights relating thereto. All tags submitted will be considered a "Work for Hire".

b) We will check license numbers on all submitted tags. All tags submitted, approved and used by us will be the property of and copyrighted by My PSP Tubes. This means you are **NOT** allowed to share them, distribute them or host them on free image hosting sites.

3. Categories

All tags will be assigned a category. The categories that you will have to create tags for are as follows:

- Attitude
- Congratulations
- Thanks For The Add
- Showin' Some Love
- Sexy Comments

We will require one tag for each category using a graphics art package licensed from [My PSP Tubes list of artists](#)

4. Payment

a) All files will have to be zipped up and emailed to us at artapprovals@yahoo.com along with your full name and website (if you have one). We will then go through your submission and pick out the ones that we like. We will then email you back with my choices and organize to **pay you \$4.00 per tag** if you are a non-license holder. If you already own the licensing for a My PSP Tubes tube then you will get paid \$2.00.

b) No refunds will be given to customers who have purchased a tube package before this job offer was advertised.

5. Tag Style & Specifications

a) We will only accept high quality tags and then contact those designers. All other submissions will receive no response. You can get a feel for the type of style we're into by checking out our other website designs:

www.MyPSPTubes.com - Main PSP licensing site. Does include some artistic "R" material.

www.KoolTubez.com - PG PSP licensing site. Family oriented.

www.StickerChick.com - The manufacturer of the highest quality stickers in the world! Tons of great artists.

www.ArtAvengers.com - Backup site for my MySpace page, lol.

b) Finished tag size should be 400 pixels on the longest side.

c) Tag can be animated or non-animated.

d) All tags must have the following copyright information placed on the edge of the tag:

© MyPSPTubes.com - All Rights Reserved / Artist Name / MPT****

(the last four asterisks are your license number)

The font of the copyright line should be exactly the same as above, Arial "2" and cannot have extra elements added to it, for example, glitter or animations.

e) All tags submitted will have to be different. I will not be accepting the same design for each of the categories with only the wording changed.

6. Tag Wording

a) Be clever. Be witty. What would YOU want somebody to post on your page? What do people mainly comment on? Think about it. Do some research. Tags with lame wording will be immediately thrown into the fiery lake of burning sulphur, never to return.

My PSP Tubes TOU Explanation

This information in our TOU does not seem clear to everybody. Here is a clarification of TOU terms that are still unclear to some people. They are numbered to match each TOU point.

- 1.** This is intended solely for the company itself and does not affect creations made by licensees. This only pertains to any tutorials, banners, headers or graphics that are displayed on company websites. Again, this has nothing to do with an individual's tags or websites.
- 2.** This means that you cannot print out a graphic and use it on T-shirts, greeting cards, business cards, prints, etc. You can print out tutorials on the internet for your own personal use (for example you can print out a tag you've made or that has been made for you and place it in your scrapbook or print out a tutorial for your personal use for reading or later use).
- 3.** This statement pertains to commercial sites only. You cannot display licensed artist images on a commercial website without a commercial license (example: if you own a website that sells web-sets to the public, this is considered a commercial site. This has nothing to do with free image hosting sites or communities that may have ads on it).
- 4.** This is for advertising the artists with banners on artist's sites, or advertising the company as a whole using artwork by any signed artist. This does not affect licensees.
- 6.** You do not have to delete old tags or tutorials with the SC##### license on it, those are perfectly legal. However, because the tube company is called My PSP Tubes, it is only logical to have the license match the abbreviated company name (MPT). Sticker Chick is actually the product company so the SC##### is no longer relevant and is not associated with digital images.
- 10.** Full animation is only allowed by artists that have given permission. Necessary TOU amendments reflecting this permission will be posted on the individual artist's page on the My PSP Tubes website.
- 17.** This applies to artists. If an artist gives permission for anything outside the standard TOU, the TOU will be amended for that artist and posted on his or her artist page on the MyPSPTubes.com website.
- 20. - 22.** These three terms apply only to violators who have been given prior warnings. Full investigations will occur and all evidence and correspondence is documented. This does not apply to license holders that are in good faith with the company.