



Provo Craft & Novelty, Inc.

Provo Craft is the innovative maker of CRICUT® and other great consumer products that bring out your creative best. For more information about the CRICUT®, GYPSY™ or any of Provo Craft's other great products please visit our website at www.provocraft.com.

Provo Craft is a member of the eBay VeRO program and is committed to investigating copyright infringement and licensing infractions, not only to protect our own interests, but to protect the interests of the artists we contract with and to ensure that our customers receive only the highest in quality products. We are contractually obligated to protect the intellectual property rights and livelihood of the artists whose work we license. As such, we must enforce our licensing conditions rigorously. The following is a non-exhaustive list of reasons why Provo Craft requests the removal of auctions through eBay's VeRO program due to an unauthorized use of intellectual property:*

1. The auction offers for sale an item in violation of a license (i.e. End User License Agreement "EULA). Please note: You may not sell or transfer a GYPSY™ machine that contains cartridges loaded onto it while retaining physical possession of the cartridges, or vice versa. Please see GYPSY™ EULA and CRICUT® Cartridge EULA reproduced in pertinent part below.
2. The auction uses copyrighted images (displayed or linked), such as from the Provo Craft, CRICUT®, GYPSY™, YUDU® or PCCrafters websites, product catalogs, promotional material, other text or any other content belonging to Provo Craft.
3. The auction for a non Provo Craft® brand product or homemade/hand-crafted items contains in its title any of Provo Craft's trademarks. Provo Craft's trademarks include CRICUT®, GYPSY™, YUDU®, etc.
4. The use of any of Provo Craft's trademarks in an auction title for homemade/hand-crafted items even if made with Provo Craft brand products
5. The above is in no way an exhaustive list of rules, but simply, as stated, a quick summary. For a more detailed expression of the rights of and restrictions on users of Provo Craft products please refer to the CRICUT® cartridge EULA, GYPSY™ EULA, and the Provo Craft website at www.provocraft.com.

If you want to report an infringing listing that has not been suspended, please send us the title, item number and seller's name to Copyright@ProvoCraft.com.

END USER LICENSE AGREEMENTS

CRICUT® cartridge users are subject to the CRICUT® Cartridge End User License Agreement that in pertinent part states:

- **License Grant.** The Cartridge and Content are licensed and not sold under this Agreement. Subject to the terms and conditions herein, Provo Grant grants You a

personal, revocable, non-exclusive, non-transferable license that permits You to use the Cartridge and the associated Content with a single GYPSY™ System.

- Your use of Content installed on Your GYPSY™ System from a Cartridge is subject at all times to this Agreement, regardless of whether Your GYPSY™ System is connected with the Cartridge. You may not use or allow the use of a Cartridge or Content other than for Your own internal or personal purposes and other than as part of Your use of single GYPSY™ System to which the Cartridge and Content is registered.
- You may not allow the Content to exist on more than one GYPSY™ System at a time, or to exist on GYPSY™ Systems that you do not control or own, and You may not make the Content available over a network where it could be used by multiple devices or multiple computers at the same time. This Agreement does not grant You any rights to use Provo Craft proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third party devices and accessories for use with the Cartridge.
- **Reverse Engineering; Disassembly.** You may not distribute, rent, lease or modify the Cartridge or Content in whole or in part. You may not copy, reproduce or in any other manner duplicate the Cartridge or Content, except as authorized in this Agreement or in the Angel Policy. You agree that neither You nor your users will alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or Reverse Engineer the Cartridge, program or attempt to program the or store data on the Cartridge, or otherwise access or use the Cartridge or Content except as otherwise expressly permitted under this Agreement. For the purposes of this Agreement, “Reverse Engineer” includes any act of reverse engineering, translating, disassembling, decompiling, debugging, decrypting or deconstructing data, communications, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.
- **Transfer of Cartridge and Content.** You and Your users will not sell, rent, lease, or transfer, or attempt to sell, rent, lease, or transfer, the Cartridge or Content or any portion thereof (including operating a software-as-a-service, application service provider, service bureau or equivalent service using the Cartridge or Content to any other person, without the prior express written permission of Provo Craft) in any manner whatsoever.

GYPSY™ users are subject to the GYPSY End User License Agreement which in pertinent part states:

- You and Your users will not sell, rent, lease, or transfer, or attempt to sell, rent, lease, or transfer, the Software or Cartridges or any portion thereof (including operating a software-as-a-service, application service provider, service bureau or equivalent service using the Software or Cartridges to any other person, without the prior express written permission of Provo Craft);
- You and Your users will not transfer, or attempt to transfer, any Software, Cartridges or any portion thereof pre-installed by or on behalf of Provo Craft on a GYPSY™ System for use on any other product or device without the prior written permission of Provo Craft;

U.S. Copyright law (17 U.S.C. Section 101 et seq.) gives Provo Craft the exclusive rights to reproduce its copyrighted works. An infringer could be liable for statutory damages as high as \$150,000, per infringement, as set forth in Section 504(c)(2) therein. If forced to pursue litigation, we will seek the maximum damages available and also seizure of the infringing articles and subsequent destruction. In many countries, companies as well as individuals may face civil and/or criminal sanctions.

Please send your questions or comments to Copyright@ProvoCraft.com.

FAQ

Question: *Why was my listing for a GYPSY™ system removed?*

Answer: Please refer to the GYPSY™ EULA and CRICUT® Cartridge EULA, paying special attention to the provisions provided above. CRICUT® Cartridges contain artwork and other material and is copyrighted and owned by or exclusively licensed to Provo Craft®. The GYPSY™ EULA allows the purchaser to link their cartridges with their GYPSY only. You may not allow the Cartridge content to exist on more than one GYPSY™ system at a time, or to exist on GYPSY™ systems that you do not control or own.

Question: *Can I sell items created with Provo Craft products on eBay?*

Answer: Please refer to the Provo Craft Angel Policy by clicking on the following link: [Angel Policy](#).

For more information about Provo Craft's products, please visit www.provocraft.com.

To review Provo Craft's Angel Policy please click the following link: [Angel Policy](#).