

DISPLAY OF THE APEX COPYRIGHT STATEMENT IN SIMPLIFIED FORM INCLUDING THE LICENSE



A Copyright statement or its equivalent TOS – (Terms of Service) or TOU - (Terms of Use) is required to be displayed within all APEX Member websites.

It is not mandatory to display the APEX Copyright Statement in Simplified Form.

APEX Members may create their own Copyright Statements however if an exact copy of the APEX Copyright in Simplified Form is displayed the Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 License must be displayed.

Refer to the online APEX [Membership Requirements](#) page for further details on the correct display of the APEX Copyright Statement in Simplified Form.

The APEX Copyright Statement in Simplified Form example or prototype is intended for two reasons:

- i) It may be adopted by APEX Members who do not have a Copyright statement of their own.
- ii) It serves as a model for what a copyright statement already developed by a Member should and should not contain. A very careful differentiation between a copyright statement and the use of the copyright symbol © which does not suffice.



WHY WOULD I EVEN CONSIDER THE APEX COPYRIGHT STATEMENT IN SIMPLIFIED FORM?

All content within an APEX Member website is clearly identified as either theirs, "ours" or mine / yours. There are permissions on file or citations for everything that would fall under "theirs and ours." There is no in-between, with the possible exception of material in the public domain or Fair Use Doctrine and in that case a citation rather than an assertion.

No one is expected to change a Copyright statement they presently have on their websites.

However a statement of Copyright is more than just a statement, for it is factual representation of ownership, permissions and citations of all content within an APEX members website. As such, Copyright as defined by APEX is not subject to individual interpretation, rather is a statement of fact supported by content of a members website.

The "ours" example: I download a PSP tube. The author states that I can use "their" tube with alteration. My creation becomes "ours." But wait a minute, what if the original PSP tube included graphics for which the author did not have permission on file to include in the tube?

Then my citation from the PSP tube website does in fact absolve me of copyright infringement. Or does it? Take Disney characters in the tube ... I should have known better, so I am culpable or did not conduct "due diligence."

APEX

An APEX Members website which includes something to the effect: That “no Copyright infringement is intended - let me know and I will remove” displays clearly an admission that permissions are not on file or citations are not included.



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(<http://creativecommons.org/licenses/by-nc-nd/3.0/us/>)

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