



Effective Date: December 27, 2025

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ARTICLE I: INTRODUCTION AND SCOPE

Section 1.1 - Purpose

This Copyright and Intellectual Property Policy ("IP Policy") sets forth the rights, protections, and obligations concerning all intellectual property associated with Eyden Studio, including but not limited to copyrights, trademarks, trade dress, patents, and proprietary information appearing on eyden.org and all associated digital properties (collectively, the "Site").

Section 1.2 - Applicability

This IP Policy applies to:

1. All original content created by Eyden Villarreal under the Eyden Studio name;
2. All content appearing on the Site;
3. All Projects operating under the Eyden Studio umbrella;
4. All users, visitors, and third parties interacting with Studio content;
5. All submissions, contributions, and collaborative works.

Section 1.3 - Legal Framework

This IP Policy is grounded in and complies with:

1. The United States Copyright Act of 1976, as amended;
2. The Digital Millennium Copyright Act (DMCA);
3. The Lanham Act (federal trademark law);
4. Applicable state intellectual property laws;
5. International intellectual property treaties and conventions.

ARTICLE II: DEFINITIONS

For purposes of this IP Policy, the following definitions shall apply:

- "Intellectual Property" or "IP" refers to creations of the mind, including copyrights, trademarks, patents, trade secrets, and other proprietary rights.
- "Original Content" refers to all creative works produced by Eyden Villarreal, including but not limited to writings, designs, artwork, photographs, videos, audio recordings, software code, and other original expressions.
- "Studio Content" refers to all content appearing on the Site or associated with Eyden Studio Projects.
- "User Content" refers to content submitted, uploaded, or provided by users through the Site.
- "Copyright" refers to the exclusive legal right to reproduce, distribute, perform, display, and create derivative works from an original work of authorship.
- "Trademark" refers to any word, phrase, symbol, design, or combination thereof that identifies and distinguishes the source of goods or services.

- "Fair Use" refers to the limited use of copyrighted material without permission for purposes such as criticism, commentary, news reporting, teaching, scholarship, or research, as defined under 17 U.S.C. § 107.
- "Public Domain" refers to creative works not protected by intellectual property laws, either because protection has expired or because the work was never eligible for protection.

ARTICLE III: OWNERSHIP OF STUDIO CONTENT

Section 3.1 - Copyright Ownership

All Original Content created by Eyden Villarreal and published under the Eyden Studio name is the exclusive property of Eyden Villarreal. This includes but is not limited to:

1. Written works (articles, essays, stories, blog posts, newsletters);
2. Visual works (designs, graphics, illustrations, photographs, artwork);
3. Audio works (podcasts, recordings, musical compositions);
4. Audiovisual works (videos, animations, multimedia presentations);
5. Software and code;
6. Compilations and derivative works;
7. Website design, layout, and structure.

Section 3.2 - Copyright Notice

All Studio Content is protected by copyright. The following notice applies to all Original Content:

© 2025 Eyden Villarreal / Eyden Studio. All Rights Reserved.

The absence of a copyright notice does not indicate that content is in the public domain or available for unrestricted use.

Section 3.3 - Automatic Copyright Protection

Under United States copyright law, original works are automatically protected from the moment of creation and fixation in a tangible medium. Registration with the United States Copyright Office, while beneficial for enforcement purposes, is not required for copyright protection to exist.

Section 3.4 - Moral Rights

Eyden Villarreal retains all moral rights in Original Content, including:

1. The right of attribution (to be identified as the author);
2. The right of integrity (to prevent distortion, mutilation, or modification that would harm reputation);
3. The right to control publication and disclosure.

ARTICLE IV: TRADEMARK RIGHTS

Section 4.1 - Studio Trademarks

The following marks are proprietary to Eyden Studio and Eyden Villarreal:

1. **Eyden Studio™** (word mark);
2. **The Eyden Studio™** (word mark with article);
3. All logos, designs, and graphical elements associated with the Studio;
4. Project names and associated branding (including but not limited to "**Eyden Villarreal & Co.**," "**Youth Reach**");
5. Taglines, slogans, and distinctive phrases used in Studio communications.

Section 4.2 - Common Law Trademark Rights

Even where marks are not formally registered with the United States Patent and Trademark Office, common law trademark rights exist through continuous and distinctive use in commerce.

Section 4.3 - Prohibited Trademark Uses

Without express written permission, no party may:

1. Use Studio trademarks in connection with products or services;
2. Use Studio trademarks in a manner that implies endorsement, sponsorship, or affiliation;
3. Use confusingly similar marks that may cause consumer confusion;
4. Register domain names containing Studio trademarks;
5. Use Studio trademarks as metatags, keywords, or in any manner that constitutes trademark infringement or dilution.

Section 4.4 - Proper Attribution

When referencing the Studio in editorial or informational contexts, proper attribution should acknowledge "Eyden Studio" or "Eyden Villarreal" as the source.

ARTICLE V: THIRD-PARTY INTELLECTUAL PROPERTY

Section 5.1 - Respect for Third-Party Rights

The Studio respects the intellectual property rights of others and expects users to do the same. All users must ensure they have the necessary rights, licenses, or permissions before submitting or sharing content through the Site.

Section 5.2 - Third-Party Content on the Site

Where the Site displays third-party content, such content remains the property of its respective owners. The Studio makes no claim of ownership over third-party intellectual property.

Section 5.3 - Licensed Content

Certain content appearing on the Site may be used under license from third parties. Such content is subject to the terms of the applicable license agreements and may not be used, reproduced, or distributed except as permitted by those licenses.

Section 5.4 - Attribution Requirements

Where the Studio uses third-party content under license, appropriate attribution will be provided in accordance with the terms of the applicable license.

ARTICLE VI: PERMITTED USES AND RESTRICTIONS

Section 6.1 - Personal, Non-Commercial Use

Users may access and view Studio Content for personal, non-commercial purposes only. This limited use does not transfer any ownership rights or licenses beyond the specific purposes stated herein.

Section 6.2 - Prohibited Uses

Without express written permission from Eyden Villarreal, users may not:

1. Reproduce, copy, or duplicate Studio Content;
2. Distribute, publish, or disseminate Studio Content through any medium;
3. Modify, adapt, translate, or create derivative works from Studio Content;
4. Display Studio Content publicly, including on websites, social media, or in presentations;
5. Use Studio Content for commercial purposes or financial gain;
6. Remove, alter, or obscure copyright notices, watermarks, or attribution;
7. Frame, mirror, or otherwise incorporate Studio Content into other websites or platforms;
8. Use automated tools to scrape, harvest, or extract Studio Content.

Section 6.3 - Exceptions: Fair Use

Nothing in this IP Policy is intended to restrict uses that constitute fair use under United States copyright law. Fair use is a case-by-case determination considering factors including:

1. The purpose and character of the use (commercial vs. educational);
2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used;
4. The effect on the potential market for the original work.

Users claiming fair use bear the burden of demonstrating that their use qualifies under applicable law.

Section 6.4 - Educational Use

Educators and students may use limited portions of Studio Content for legitimate educational purposes, provided that:

1. Use is non-commercial and limited to enrolled students;
2. Proper attribution is provided;
3. Use does not substitute for purchase of authorized educational materials;
4. Use complies with applicable educational fair use guidelines.

Section 6.5 - Linking and Sharing

Users may:

1. Link directly to content on eyden.org using the provided URL;
2. Share brief excerpts (no more than 150 words) with proper attribution and a link to the original source;
3. Share content through authorized social media sharing tools provided on the Site.

Such linking and sharing must not suggest endorsement or affiliation without authorization.

ARTICLE VII: LICENSING AND PERMISSIONS

Section 7.1 - Request for Licenses

Parties seeking to use Studio Content beyond the permissions granted in this IP Policy must request a license or permission from the Studio. Requests should be submitted in writing to legal@eyden.org and must include:

1. Detailed description of the proposed use;
2. Identification of the specific content to be used;
3. Duration and scope of use;
4. Distribution channels and geographic reach;
5. Contact information of the requesting party.

Section 7.2 - Discretionary Grant

The Studio has sole discretion to grant or deny license requests. No license or permission is implied or granted by failure to respond to a request.

Section 7.3 - License Terms

If a license is granted, it will be subject to specific terms and conditions, which may include:

1. Attribution requirements;
2. Restrictions on modification or adaptation;
3. Limitations on duration, territory, or medium;
4. License fees (if applicable);
5. Termination provisions.

Section 7.4 - Non-Exclusive Nature

Unless expressly stated otherwise, all licenses granted by the Studio are non-exclusive, meaning the Studio retains the right to license the same content to other parties.

Section 7.5 - Revocation

The Studio reserves the right to revoke any license or permission at any time if the licensee violates the terms of the license or this IP Policy.

ARTICLE VIII: USER-GENERATED CONTENT AND SUBMISSIONS

Section 8.1 - Submission Rights

When users submit content to the Studio (whether through submission portals, volunteer contributions, or other means), they represent and warrant that:

1. They are the original creator of the submitted content or have obtained all necessary rights;
2. The submitted content does not infringe any third-party intellectual property rights;
3. They have authority to grant the rights specified in our Content Submission Policy.

Section 8.2 - Rights Granted by Submitters

User submissions are governed by the Studio's Content Submission Policy. Depending on the option selected at submission, users grant the Studio either:

1. Full Rights Transfer: Complete ownership and all rights in the submitted content; or
2. Co-Ownership: Joint ownership with shared rights in the submitted content.

Full terms are specified in the Content Submission Policy, incorporated herein by reference.

Section 8.3 - Studio's Rights in User Content

Upon receipt of submitted content under either rights option, the Studio may:

1. Use, reproduce, and distribute the content;
2. Edit, modify, adapt, or create derivative works;
3. Display the content publicly across all Studio platforms and Projects;
4. Sublicense the content to third parties (subject to terms in Content Submission Policy);
5. Incorporate the content into compilations or collective works.

Section 8.4 - No Obligation to Use

The Studio is under no obligation to use, display, or publish any submitted content. The Studio reserves the right to reject, remove, or decline to publish any submission at its sole discretion.

ARTICLE IX: DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) COMPLIANCE

Section 9.1 - DMCA Policy

The Studio complies with the provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512. We respect the intellectual property rights of others and respond to notices of alleged copyright infringement in accordance with DMCA procedures.

Section 9.2 - Designated Copyright Agent

The Studio's designated agent for receiving DMCA takedown notices is:

DMCA Agent

Eyden Studio
5715 Houston Rd
Brownsville, Texas 78521
United States of America
Email: legal@eyden.org
Telephone: +1 (346) 613-0833

Section 9.3 - DMCA Takedown Procedure

If You believe that content on the Site infringes Your copyright, You may submit a DMCA takedown notice to our designated agent. The notice must include:

1. A physical or electronic signature of the copyright owner or authorized representative;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the allegedly infringing material and its location on the Site;
4. Your contact information (address, telephone number, email);
5. A statement that You have a good faith belief that the disputed use is not authorized;
6. A statement, under penalty of perjury, that the information in the notice is accurate and that You are the copyright owner or authorized to act on the owner's behalf.

Section 9.4 - Response to Valid Notices

Upon receipt of a valid DMCA notice, the Studio will:

1. Promptly investigate the claim;
2. Remove or disable access to the allegedly infringing material;
3. Notify the user who posted the material (if applicable);
4. Document the complaint and actions taken.

Section 9.5 - Counter-Notice Procedure

If You believe that material You posted was wrongly removed due to a DMCA notice, You may file a counter-notice with our designated agent. The counter-notice must include:

1. Your physical or electronic signature;
2. Identification of the removed material and its prior location;
3. A statement, under penalty of perjury, that You have a good faith belief the material was removed by mistake or misidentification;
4. Your contact information;
5. Consent to jurisdiction of the federal district court for Your district (or Cameron County, Texas, if outside the United States);
6. A statement that You will accept service of process from the complainant.

Section 9.6 - Repeat Infringer Policy

The Studio maintains a policy of terminating, in appropriate circumstances, the access of users who are repeat infringers of intellectual property rights.

Section 9.7 - False Claims

Making false or bad-faith claims of copyright infringement may subject the claimant to liability for damages, attorney's fees, and other costs under 17 U.S.C. § 512(f).

ARTICLE X: PROTECTION OF STUDIO INTELLECTUAL PROPERTY

Section 10.1 - Enforcement Rights

The Studio reserves the right to enforce its intellectual property rights through all available legal means, including:

1. Cease and desist letters;
2. DMCA takedown notices to third-party platforms;
3. Civil litigation for damages and injunctive relief;
4. Criminal complaints where applicable.

Section 10.2 - Monitoring and Detection

The Studio may employ various methods to monitor and detect unauthorized use of its intellectual property, including:

1. Manual searches and monitoring;
2. Automated detection tools;
3. Third-party monitoring services;
4. User reports and notifications.

Section 10.3 - Remedies for Infringement

Parties found to have infringed Studio intellectual property rights may be subject to:

1. Statutory damages as provided under copyright law;
2. Actual damages and lost profits;
3. Injunctive relief requiring cessation of infringing activities;
4. Disgorgement of profits derived from infringement;
5. Attorney's fees and costs;
6. Destruction of infringing materials.

Section 10.4 - No Waiver

The Studio's failure to enforce its intellectual property rights in any instance does not constitute a waiver of such rights or permission for continued infringement.

ARTICLE XI: INTERNATIONAL CONSIDERATIONS

Section 11.1 - International Copyright Protection

Studio Content is protected by United States copyright law and international copyright treaties, including:

1. The Berne Convention for the Protection of Literary and Artistic Works;
2. The Universal Copyright Convention;
3. The WIPO Copyright Treaty;
4. Various bilateral and multilateral agreements.

Section 11.2 - Extraterritorial Application

This IP Policy applies to all users regardless of geographic location. Users outside the United States remain subject to this Policy and applicable international intellectual property laws.

Section 11.3 - Territorial Restrictions

Certain uses of Studio Content may be restricted in specific jurisdictions due to local laws or licensing limitations. Users are responsible for compliance with local laws.

ARTICLE XII: SPECIAL PROVISIONS FOR CREATIVE COMMONS AND OPEN CONTENT

Section 12.1 - Current Policy

As of the effective date of this Policy, Eyden Studio does not release content under Creative Commons or other open content licenses unless explicitly stated.

Section 12.2 - Future Licensing Options

The Studio reserves the right to release specific content under Creative Commons or other permissive licenses in the future. Such content will be clearly marked with the applicable license terms.

Section 12.3 - License Compliance

Where Studio Content is released under a Creative Commons or similar license, users must comply with the terms of that specific license, including attribution, share-alike, and non-commercial use requirements as applicable.

ARTICLE XIII: MODIFICATIONS TO THIS POLICY

Section 13.1 - Right to Amend

The Studio reserves the right to modify, amend, or update this IP Policy at any time without prior notice. Modifications shall become effective immediately upon posting to the Site.

Section 13.2 - Notice of Material Changes

Material changes to this IP Policy will be communicated through:

1. A prominent notice on the Site;
2. Updates to the "Last Updated" date at the top of this document;
3. Email notification to registered users (where applicable).

Section 13.3 - Continuing Obligations

Your continued use of the Site or Studio Content following any modification to this IP Policy constitutes acceptance of the modified terms. Modifications do not affect rights and obligations that arose prior to the effective date of the modification.

ARTICLE XIV: CONTACT AND ENFORCEMENT

Section 14.1 - General Inquiries

For general questions about this IP Policy or Studio intellectual property, please contact:

Eyden Studio
Legal Department
5715 Houston Rd
Brownsville, Texas 78521
United States of America

Email: legal@eyden.org
Telephone: +1 (346) 613-0833

Notice: *The above address is a residential address provided solely for legal compliance and official correspondence. In-person visits are not permitted. Unauthorized visits or trespassing will be reported to law enforcement.*

Section 14.2 - Infringement Reports

To report suspected infringement of Your intellectual property rights by content on the Site, follow the DMCA procedures outlined in Article IX or contact our legal department using the information above.

Section 14.3 - License Requests

To request permission or a license to use Studio Content, submit a detailed written request to legal@eyden.org.

ARTICLE XV: GOVERNING LAW AND JURISDICTION

Section 15.1 - Governing Law

This IP Policy shall be governed by and construed in accordance with the copyright, trademark, and intellectual property laws of the United States of America and the State of Texas, without regard to conflict of law principles.

Section 15.2 - Jurisdiction

Any disputes arising under this IP Policy shall be subject to the exclusive jurisdiction of the courts located within Cameron County, Texas, or the federal courts of the Southern District of Texas.

ARTICLE XVI: SEVERABILITY

If any provision of this IP Policy is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it valid and enforceable. If modification is not possible, the provision shall be severed, and the remaining provisions shall continue in full force and effect.

ARTICLE XVII: ENTIRE AGREEMENT

This IP Policy, together with the Terms of Use, Privacy Policy, Content Submission Policy, and other incorporated policies, constitutes the entire agreement between users and the Studio concerning intellectual property matters.

ARTICLE XVIII: ACKNOWLEDGMENT

BY ACCESSING OR USING THE SITE OR ANY STUDIO CONTENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS INTELLECTUAL PROPERTY POLICY. YOU FURTHER ACKNOWLEDGE THAT UNAUTHORIZED USE OF STUDIO INTELLECTUAL PROPERTY MAY SUBJECT YOU TO CIVIL AND CRIMINAL LIABILITY.

Entity Disclaimer:

Eyden Studio is not a formal organization, business, or registered entity. It represents the personal creative portfolio of Eyden Villarreal, a student, and serves as the credit name for independent projects, writings, designs, and other creative works. References to "we," "our," or "the studio" are for branding purposes only and do not indicate a legal entity. All rights reserved.

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Maintained at: eyden.org/legal