Can developers legally sell addons created for use with Php-Nuke?

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Topic: Can developers 3rd party developers legally sell addons created for use with the Php-Nuke portal system, without the permission of the Php-Nuke developer, according to law.

This article is published to gain legal information from individuals in the greater Nuke Community and for people in the community to become aware of what these rules in tale. There is currently to much confusion in the community as to what the rules are legally. The purpose of this article is not to create heated debates on the issue or any given point. If you have legal knowledge of any points below, please provide them in your comments. Also explain your points in an understandable manner, so all individuals know what you are saying. Don't just say, here read this article, it says it all. Tell the community where and why.

We are not talking about copyright laws here, or personal views on the issue, just the basic binding laws. Is every developer legally bound by the same law & rules by which the PHP-Nuke developer has chosen or not (GNU General Public License)? If so can 3rd party developers then say we do not use the GNU rules, the GNU rules do not apply to our addon, we use other rules?

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Here are a few major points that need to be addressed for the Nuke Community:

1. Since Php-Nuke was created by a single owner, can developers sell made items for use with it. Because if it were not for the creation of the Php-Nuke portal system, the 3rd party developers would have nothing to use their items with. Are they not bound then by the same legal statutes as PHP-Nuke? and since we know that Php-Nuke! is bound to the GPL/GNU laws, don't all addons have to abide by these same statutes. Meaning all addons produced for use with Php-Nuke aree bound to the GPL/GNU statues and no other source unless the portal developers changes the source.

This is what the PHP-Nuke copyright headers include:

This program is free software. You can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License.

2. If the above is true, then can 3rd party developers bind an addon by other laws outside of the GPL. (I am not talking about copyright issues here. Copyright ownership basically means that know one else has the right to sell or distribute someone else's work without permission from the owner. But if the developer clearly stated that his work has been given away for freely, and anyone can use it, alter it, and distribute it, from there forth that version cannot be changed after its release and will always be bound by those legal statutes. Yes future versions may be changed, but not past versions. How can a person go back in time and do that, you can't. But know one can ever sell any copyrighted item without permission from its owner.)

3. What is the binding law on all these above issues (not copyright)?

The comment following is only a Point of View and have not been determined if any of it is legally true.

Legally is seems like if a 3rd party developer created a resource to be used within Php-Nuke, and gave that resource away free and willing to the Nuke Community, and also included in those resources in the file copyright headers this information:

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

Then from that point on that version of their addon would always be free to the Nuke Community to use as stated in the GPL. But later if the 3rd party developer decided to sell that item, then all information as shown above, would have to be pulled from the addon, the addon would also have to be repackaged to including a new version number. The 3rd party develops would also have to announce this to the Nuke Community in some form of news release, stating these facts, so the community would be made aware of these changes & that the 3rd party developer has taken a new path with their addon. But all previous versions that were released to the community in a free and willing way by the developer will still remain that way to the community. The new rules would only apply to any future releases, not past releases.

If you reply or comment to this article, please be professional about it and stay on the points of issue, answering each or any question you have knowledge of, by legally binding statutes, not guesses.

PCN System
http://www.max.pcnuke.com
The Power of the Nuke - Without the Radiation!**Note from Raven: I have carried the discussion over to the forums as that is a much better venue for this. Please discuss it the** Can developers

legally sell addons created for use with Nuke forum

https://www.ravenphpscripts.com/modules.php?name=News&file=article&sid=1930