

2015



Image Reproduction License Agreement

This document details the terms and conditions associated and governing the reproduction of M4Photo's copy written photographs and digital photograph files by clients.



Reproduction License Agreement



Definition of the term Licensee: <<CLIENTS_NAME_HERE>>.

Unlike many professional event photographers, M4Photo are pleased to make their digital photograph files available for reproduction based on certain terms and conditions. These terms and conditions have been written to protect M4Photo's copyright and to define how the photographs can be used safely and without causing harm or embarrassment to any individual.

This agreement shall therefore define and govern those terms and conditions and it shall be provided to clients (or otherwise referred to and bought to the client's attention) who are purchasing digital photographs from M4Photo and use of the digital photographs for reproduction shall deem full acceptance of this agreement. This agreement therefore forms part of the contract of sale (receipt) between M4Photo and the client (recipient of the digital file and licensee). Unwillingness to accept the terms and conditions contained with the agreement will result in the permission for the images to be reproduced not passing to the client. At all times the copyright shall remain with M4Photo in perpetuity.

This license agreement covers both the reproduction of high resolution digital photograph files provided to clients in the form of a digital .jpg file and it shall also cover the reuse of lower resolution gallery photographs published to www.m4photo.co.uk where a qualifying product has been purchased and paid for by the client.

1. The Agreement

This license agreement ("agreement") is made and entered into, effective as of the date of the receipt (or invoice) for the digital photograph file (the "Effective Date"), by and between M4Photo (the "Licensor") and the "Licensee".

2. Terms and Conditions

- a. M4Photo owns all property rights and the copyright for all photographs captured by M4Photo's photographer, generally described and referred to as photograph, photographs or digital photograph files, all of which are displayed and viewable on www.m4photo.co.uk, or on request from M4Photo. M4Photo has and shall continue to retain the exclusive right to license clients and other third parties to produce, copy, make or sell the digital photograph files.
- b. M4Photo owns all rights in and to the digital photograph files and retains all rights to the digital photograph files, and retains all common law copyrights and other copyrights as defined and granted, or which may be defined and granted, under UK law.
- c. Licensee requests to obtain and M4Photo has agreed to grant, a license authorising the Licensee to reproduce the purchased digital photograph file (or files) in accordance with the terms and conditions of this Agreement.
- d. Licensee requests to obtain and M4Photo has agreed to grant, a license authorising the licensee to copy, save, download or reproduce any low resolution photograph located in the same gallery as any purchased photograph, either purchased as a printed photograph or as a digital photograph file. Clause 10 specifically applies.

THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, as set forth herein, M4Photo and Licensee agree as follows:

3. Grant of License

- a. M4Photo hereby grants Licensee, in accordance with the terms and conditions contained herein and forming this Agreement, a non-exclusive and non-transferrable license to use and reproduce the digital photograph file(s) for Licensee's personal use only and that of their immediate family (spouse, partner and children only). Licensee will be required to request, and to obtain, separate written authorisation where the digital photograph file is to be used to produce photographic prints or other products depicting the photograph as a gift, or otherwise, for any third party outside of their immediate family.
- b. Licensee may provide a copy of the digital photograph file to a third party business for the purposes of producing printed photographs and, or, products depicting the photograph, but the reproduction rights cannot be passed to that third party and the digital photograph file will need to be destroyed by the third party immediately that the print or product has been produced.
- c. Licensee may not, under any circumstances, share, sell, donate, provide or otherwise transfer the reproduction rights to any third party, with the exception of providing the digital photograph file to a print lab or other third party for the production of a printed photograph or product depicting the photograph.
- d. Licensee may not, under any circumstances, upload the digital photograph file to any website, social media site or other online storage solution, in whole or in part, for the purposes of distributing the image for any reason, other than for sharing the image across social media sites. The only exception would be to a recognised online print lab for the sole purpose of ordering a print or other product depicting the photograph.
- e. Licensee will request, and obtain, written authorisation from M4Photo to use the digital photograph file for any purpose, other than those purposes specifically defined within this agreement.
- f. Licensee will not grant any sub-license to any third party without the prior written permission of M4Photo.

4. Ownership of the Digital Photograph File

Licensee understands and accepts that M4Photo is, and shall remain, the sole and exclusive owner of the digital photograph file and Licensee shall not undertake to do anything that will, or might, undermine or lead to a change in the ownership of the digital photograph file. Licensee further agrees to refrain from claiming any ownership rights (copyright or otherwise) to the digital photograph file of any kind, either in writing, verbally or through any other means. This includes the digital photograph file itself and any derivative, compilation or related product or image depicting the digital photograph file. Licensee agrees that nothing in this Agreement will give Licensee any right, title, or interest in the digital photograph file, other than the right to use the digital photograph file for reproduction as a print or product depicting the digital photograph file for the Licensee's personal use, or that of their immediate family (spouse, partner or children) and as defined within this Agreement.

5. Term and Termination

- a. This agreement shall commence as of the Effective Date and it shall remain in force and effect for a period of one year, and it shall automatically renew for additional one year periods, without any further written, verbal or other communication between M4Photo and Licensee, unless this Agreement becomes terminated within the terms of this Agreement.
- b. In the event that Licensee is deemed to have breached this Agreement, M4Photo shall, at its sole discretion, immediately terminate this Agreement.
- c. Licensee can terminate and become released from this Agreement by giving M4Photo 60 days, acknowledged, notice in writing.

- d. Upon termination of the license granted under this Agreement, through whatever means and for whatever reason, legal or otherwise, all rights, privileges and obligations afforded to Licensee arising from this agreement will cease to exist.
- e. Upon termination of the license granted under this agreement, Licensee agrees to immediately discontinue using the digital photograph file for any, and all, reproduction purposes and to maintain personal control over the digital photograph file in perpetuity and thereby avoid the digital photograph file from being reproduced inadvertently by Licensee or any third party.
- f. This Agreement and the License shall become null and void (terminated) in the event that M4Photo cease trading for any reason.

6. Notices

Any notice, demand or request that is required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally, or by registered or certified mail or by email. Where email is used, the notice will not be deemed to have been served until such time as the recipient has acknowledged the email in writing by return of email. Any such notice shall become effective upon receipt.

7. Arbitration

All disputes arising from the terms of this agreement may be subject to binding arbitration upon the consent of both M4Photo and the Licensee. One arbitrator will be selected by each party and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed and construed by the arbitrator in accordance with the laws of the United Kingdom.

8. Relationship

M4Photo and Licensee are, and will remain, independent entities and they are not, and shall not be construed as joint partners, agents or otherwise related, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

9. Assignment

This Agreement, and the license defined herein, is personal to the Licensee and it will not be passed, assigned or otherwise transferred by Licensee to any third party, for any reason whatsoever, without written notice to M4Photo and receipt of written permission from M4Photo to pass, assign or to transfer the license and the rights contained herein, to said and defined third party. Any attempt on the part of the Licensee to pass, assign or otherwise transfer or sub-license the Licensee's rights and obligations under this Agreement, except as provided herein, shall be invalid and void. Licensor will have and shall retain the right to assign its rights and obligations under this agreement and all its right, title and interest in the digital photograph file, without consent of the Licensee.

10. Gallery Photographs

M4Photo allow clients who purchase a printed photograph or digital photograph file with the ability to use, copy, download and share any photograph that is specifically displayed in the purchased photographs gallery on www.m4photo.co.uk. Use of gallery photographs is subject to:

- a. Only photograph files from the 'same gallery' as a purchased photograph may be used, copied, downloaded and shared. Photographs from a different gallery may not be used, copied, downloaded or shared without a printed photograph or a digital photograph file being purchased from that second gallery.
- b. The title, deed and copyright for the photograph (and the .jpg file) remains with M4Photo.

- c. Photographs that are shared, printed or posted online must retain the M4Photo copyright notice and this must be clearly displayed as part of the photograph at all times.
- d. Gallery photographs cannot be modified, enhanced, changed or manipulated in any way.
- e. Gallery photographs cannot be used in any manner that could, or would, be deemed to breach any individual's privacy or cause embarrassment or otherwise be considered harmful to any individual or group depicted in the photograph.
- f. Where the photograph includes another person (adult or child), other than the Licensee or their immediate family member (spouse, partner or child), the Licensee must obtain permission from the person depicted in the photograph before it is posted to any online resource (Facebook, LinkedIn, Blog, personal or business website, etc.).
- g. Without obtaining written permission from M4Photo, gallery photographs cannot be uploaded to any stock photograph website, pay to view website or any website where the Licensee can, or might, gain financially or otherwise.

11. Indemnification

Licensee agrees to indemnify, hold harmless, and defend M4Photo and its licensors, suppliers, officers, agents and affiliates (Collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to legal fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to Licensee's use of any gallery image. This includes, but is not limited to, any breach or violation of this Agreement by Licensee. Licensee agrees to fully cooperate at their expense as reasonably required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defence and control of any matter for which it is indemnified hereunder. Licensee shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

12. Miscellaneous

- a. This Agreement constitutes the entire agreement and understanding of M4Photo and the Licensee with respect to the reproduction of the purchased digital photograph file without breaching said copyright. This Agreement supersedes any and all prior agreements, understandings, negotiations and discussions between M4Photo and Licensee. No amendment, alteration, modification or waiver of this Agreement will be binding unless evidenced in writing and authorised in writing by M4Photo.
- b. If any part of this Agreement, or term, condition or provision within this Agreement, or the application of such term, condition or provision shall be held invalid under the laws of the United Kingdom, the remainder of this Agreement shall remain unaffected and in force.
- c. Reproduction of any M4Photo digital photograph file deems the Licensee to have fully understood and to fully accept this agreement and the terms and conditions contained herein.
- d. Acceptable reproduction includes: Printing photographs at home for Licensee's personal use or that of their immediate family as defined herein, having photographs printed at a professional photo lab for Licensee's personal use or that of their immediate family as defined herein, having products depicting the digital photograph file created by a professional photo lab or other recognised business offering professional printed products (for example, canvas prints, boxed standout prints, mugs, mouse mats, phone covers, printed clothing, etc.) for licensees personal use or that of their immediate family as defined herein.

- END -