



Licensify

Simplified visual art licensing

## LICENSE OF RIGHTS FOR PHOTOGRAPHY

#EXAMPLE-ORDER-NUMBER

Agreement, entered into as of, between, **Buyer Name** (hereinafter referred to as the "Client") and **Seller Name** (hereinafter referred to as the "Photographer") with respect to the licensing of rights in the Photographer's photograph (hereinafter referred to as the "Media").

### 1. Description of Media

Here will be detailed description of Media.

## 2. Grant of Rights

Upon receipt of full payment, Photographer grants Client to use Media:

- In any language, in every part of the world without any time constraints
- For non-commercial purposes, for display on personal websites, computers or prints

## 3. Reservation of Rights

All rights not expressly granted hereunder are reserved to the Photographer, including but not limited to all rights in preliminary materials and all electronic rights. Buyer may not resell, relicense, redistribute Media. Use as a derivative Media, and reselling or redistributing such derivative Media is prohibited. Media may not be used in a pornographic, obscene, illegal, immoral, libelous or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks. Media may not be made available for download. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

## 4. Alteration

Client shall not make or permit any alterations, whether by adding or removing material from the Media, without the permission of the Photographer. Alterations that are allowed are in basic nature of picture correcting, as the change of the contrast, brightness, color saturation, cropping etc. Alterations shall be deemed to include the addition of any computerized effects unless agreed between the parties.

## 5. Samples

Client is not obliged to provide Photographer with samples of the final use of the Media but may do so.

## 6. Copyright Notice

Copyright notice in the name of the Photographer shall not accompany the Media when it is reproduced.

## 7. Credit

The Client may but is not obliged to add credit in the name of the Photographer accompany the Media when it is reproduced.

## 8. Arbitration

All disputes arising under this Agreement shall be finally solved in the Arbitration Court of the Estonian Chamber of Commerce and Industry in Tallinn, Estonia on the basis of the regulation of Arbitration Court. The dispute will be settled in accordance with Governing Law.

## 9. Miscellany

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the Estonia.