

STEVE ZMAK PHOTOGRAPHY

STANDARD LICENSE AGREEMENT

STANDARD LICENSE TERMS

Steve Zmak Photography and Zmak Creative hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use a photographic image for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the photographic image, including, without limitation, all copyright and other intellectual property rights relating to the photographic image, are retained by Steve Zmak Photography and Zmak Creative.

PERMITTED USES FOR PRINTING UP TO 12x12 INCHES AND UP TO 500,000 IMPRESSIONS

- Advertisements in newspapers, magazines, or other printed material.
- PDF documents downloadable from websites.
- Printed promotional projects including product packaging, catalogues, brochures, promotional greeting cards, promotional postcards and promotional posters (but NOT for resale or license).
- Books and book covers, CD & DVD covers and packaging.
- Editorial purposes: printed magazines, newspapers, editorials, newsletters.
- Prints, posters up to 12x12 inches, stationery items and other reproductions for personal or business use (but NOT for resale or license).

PERMITTED USES FOR WEBSITES, VIDEO & DIGITAL PRESENTATIONS

- Website and digital advertisements on websites.
- Corporate or nonprofit film and video presentations.
- Corporate or nonprofit digital presentations for the screen.
- Commercial films, motion pictures, movies or theatrical presentations.

PERMITTED USES FOR SOCIAL MEDIA CAMPAIGNS

- Social media sites such as Facebook, Twitter, LinkedIn, Pinterest, etc.
- Use on websites that grant themselves an unrestricted license to use and resell artwork is strictly PROHIBITED. Check the privacy statement of the social media sites before licensing.
- Licensee agrees to remove content from social media sites after 1 year from upload.

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EXTENDED LICENSE REQUIRED

Extended licenses are required for projects not covered in the permitted uses above, such as:

- Resale items (prints, posters, calendars, mugs, mousepads, t-shirts, jewelry, purses, scarves, shoes, games, screensavers, jigsaw puzzles, gift cards, etc.);
- Digital templates for resale for websites, brochures, business cards, e-greeting cards, etc.;
- Social media campaigns lasting more than 1 year;
- Print runs greater than 500,000 impressions;
- Advertising in publications and periodicals with a circulation greater than 500,000;
- Use in any logo or trademark.

Please contact us for a custom quote to meet your project needs.

LICENSE RESTRICTIONS

Here is what you CANNOT DO with either a Standard or Extended license:

- Online "print-on-demand" products.
- Pornographic, obscene or libelous works.
- Use that depicts personal endorsement by model.
- Use that depicts model in a sensitive way, i.e. mental or physical health issues, substance abuse, criminal behavior, sexual activity or preference without a disclaimer.
- Sub-license, give away, share or otherwise transfer stand-alone images or files.

Please contact us if you have any questions.

LEGAL GUARANTEE

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CREDITING THE PHOTOGRAPHER

Crediting the photographer (e.g. Photo by Steve Zmak) is not required when purchasing a use license, but is always appreciated! Crediting the photographer is always required for pro bono uses.

CONTACT US WITH QUESTIONS

If you are unsure which licensing level you need for a specific use, want an extended license, or need assistance finding the right image, contact us by phone or email.