



Matt Lauder Gallery
Natural Light Landscape Photography

Image Use Agreement

Your agreement on the use of Matt Lauder Photography Images (MLPI):

The following is a legal agreement between you and Matt Lauder Photography (MLPI). Please read this agreement carefully before purchasing any photograph. By purchasing any photograph, you agree to be bound by the terms of this agreement.

All photographs are copyrighted. Matt Lauder own all rights to the photographs. All rights are reserved by MLPI unless otherwise granted to you in writing. Your rights to use the photographs are subject to this agreement and are conditional upon your payment for the photographs to MLPI. If at any time your account becomes delinquent, you relinquish all rights to all photographs you have received until all payments and interest are made.

By this Agreement, MLPI grants you a personal, non-exclusive, non-transferable, right to use and reproduce photographs in the following ways as outlined on page two:

1. On web sites, multimedia presentations, and broadcast film and video.
2. In magazines, newspapers, books, eBooks, pamphlets, brochures, catalogs, book covers, textbooks, editorials, CD/DVD cover art, and advertising.
3. In connection with your business identity on letterhead, posters, brochures, or business cards.

If you plan on using photographs for client work, you must keep accurate and detailed records of which clients you have used photographs for.

You agree to indemnify and hold MLPI, its employees, directors and suppliers harmless against any damages or liability or any kind arising from any use of the photographs other than the uses expressly permitted by this Agreement.

Neither MLPI or any of its directors and employees shall be liable for any damages, whether direct, indirect, consequential, or incidental, arising out of the use of, or the inability to use, any photograph or photographs.

This Agreement shall be governed by the laws of Australia.

MLPI makes no representations or warranties whatsoever as to the legality or validity of any Release associated with a photograph.

MLPI makes no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or works of art depicted in any photograph.

You must satisfy yourself that all necessary rights, consents or permissions as may be required for Reproduction of any photograph have been secured by you.

Signature

You may NOT:

1. Use an photograph other than as specified in the preceding section.
2. Use a photograph with pornographic, defamatory, or otherwise unlawful or immoral content or in such a manner that it infringes upon any third party's trademark or intellectual property.
3. Use an photograph in a way that places a person in the photo in a bad light or depicts them in a way that they may find offensive- this includes pornography, tobacco ads, religious and political endorsements, defamatory, or otherwise unlawful or immoral content.
4. Resell any photograph.
5. Share a photograph by providing access on shared disk drives or network.
6. **Use MLPI photographs to compete with MLPI or it's products.** This includes, by way of illustration, not by way of limitation, displaying photographs in any format (including thumbnails) for download on a website. Offering MLPI photographs for sale, or including MLPI photographs in templates for sale. You may not, for example, create an entire greeting card line based on MLPI photographs - or use our photographs as the basis for a large collection of objects for sale.
7. Use the photograph in a website template that you plan to sell or transfer to others.
8. Use any photograph as part of a trademark or patent image.
9. Use any photograph as part of a logo.
10. Produce printed reproductions of any photograph on canvas or paper to be sold.

“Non-transferable” as used herein means that except as provided in these terms, you may not sell, rent, load, give, sublicense, or otherwise transfer to anyone the photographs or the right to use the photographs. In addition, the work you produce with the photographs must be used for your direct employer, client, or customer, who must be the end user of your work. You agree to take all commercially responsible steps to prevent third parties from duplicating any photographs. This may include invisibly watermarking the photograph and identifying that MLPI owns the image on the document you intend to use the photograph.

The images being purchased (you must include image code and use ie WebReady or Print A4 etc for example SYD01fs (webready), SYD03fs (print A4))

By signing below I am agreeing to use the image / s supplied by MLPI listed above in accordance with the terms and conditions outlined in this document.

Name

Signature

Address (inc suburb, city, postcode)

Contact number

Email address

Date

This document must be faxed to (02) 4328 3994 or scanned and emailed to info@mattlauder.com.au before use of the image/s are permitted or supplied.