

#### 6. PHOTOGRAPHIC MATERIALS

The Photographer retains the right of discretion in selecting the photographic materials released to the client.

#### 7. COPYRIGHT & REPRODUCTIONS

The Photographer shall own the copyright of all images created, including but not limited to, negatives, transparencies, proofs and previews. The Photographer shall also have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display on or within the Photographer's website and/or studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.

#### 8. CLIENT USAGE

The Photographer will make gallery proofs available to the Client through an online gallery proofing website or through an in-person ordering session. These proofs shall be available to the Client within 3 weeks of the session. If an online proofing gallery is delivered, it shall remain open for 14 days from delivery. If the Client requests to extend the time or reopen the online proofing gallery, a £20 un-archive fee shall apply. The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for personal use only and shall not be submitted to contests or reproduced for commercial use. The Client should not authorize any reproductions by parties other than the Photographer. The Photographer will provide the Client with a digital file print release and the Client must act in accordance with that release.

#### 9. ONLINE SHARING

Only images that are watermarked and specially formatted for web viewing by the Photographer can be posted or shared online by the Client. (apart from business photography clients) Clients may NOT post the high resolution print files online. Images may not be altered in ANY way by the client (no cropping, black/white conversion, filters, etc.). The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot or capture the photographs in any other fashion.

#### 10. LIABILITY & INDEMNIFICATION

If the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to, camera and processing, or photographic materials are lost or damaged without fault of the Photographer, liability shall be limited. The Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release the photographer from any claims against their person or their business. The Client(s) will waive, disclaim and release photographer and its respective owners, members, employees, agents, volunteers and representatives from any and all actions, claims or demands against photographer that they may have now or in the future, whether known or unknown. Parties, including without limitation those related to injury to or death of persons, or damage, loss or destruction of property arising out of or in connection with the Session or any products related thereto.