



JEFFREY J DAVIS
FINE ART PHOTOGRAPHY

Royalty-Free Stock Photography / Videography License Agreement

Effective Date: Date of Purchase

Licensors: Whitecap Insights LLC, d/b/a Jeffrey J Davis Photography, ("LICENSOR")

Licensee: You / Purchaser, ("LICENSEE")

1. Grant of License

The LICENSOR grants the LICENSEE a non-exclusive, worldwide, perpetual, royalty-free license to use the licensed photographic image(s) ("IMAGE(S)") or video clips ("FOOTAGE") for lawful purposes, subject to the restrictions outlined in this Agreement. All IMAGES and FOOTAGE are sold "as-is" with no warranty as to suitability for any purpose other than the stated resolution and bitrate.

2. Permitted Uses

The Licensee may use the IMAGES and FOOTAGE for, including but not limited to:

- Advertising, marketing, and promotional materials (digital and print)
- Editorial use in newspapers, magazines, blogs, and online publications
- Website design, social media posts, and online content
- Incorporation into other secondary commercial or non-commercial video works
- Product packaging, labeling, and presentations
- Personal, educational, or non-profit projects

3. Prohibited Uses

The Licensee may **not**:

1. Resell, sublicense, give away, or otherwise distribute the IMAGES or FOOTAGE as stand-alone files or in a way that allows others to extract or reuse them. IMAGES or FOOTAGE may not be made available for download by others in any way.
2. Claim authorship or ownership of the IMAGES or FOOTAGE.
3. Print IMAGES in any media suitable for permanent display with an artistic purpose.

4. Use the IMAGES or FOOTAGE in a defamatory, pornographic, obscene, or unlawful manner.
5. Use the IMAGES in a logo, trademark, or service mark without prior written consent.
6. Use the IMAGES or FOOTAGE in any manner that could reasonably lead to the conclusion that any depicted person(s), brand(s), or property endorse a product, service, or opinion without proper permissions.

4. Intellectual Property

All rights, title, and interest in IMAGES and FOOTAGE including copyright, remain with the LICENSOR. This Agreement does not constitute a transfer of copyright. LICENSOR warrants that he is the legal owner of all such Intellectual Property.

5. Model and Property Releases

The LICENSOR warrants that the Image(s) requiring a model or property release have been secured if so stated. No model or property release is implied if not explicitly stated. The LICENSEE is solely responsible for verifying that such releases meet their intended use.

6. Limitation of Liability

The LICENSOR shall not be liable for any damages resulting from the use or inability to use the IMAGES or FOOTAGE including incidental, consequential, or indirect damages.

7. Termination

This Agreement terminates automatically if the LICENSEE breaches its terms. Upon termination, the LICENSEE must cease use of the IMAGES or FOOTAGE and destroy any copies.

8. Governing Law

This Agreement is governed by and construed in accordance with the laws of South Carolina USA without regard to conflict of law principles.

YOUR COMPLETION OF THE PURCHASE TRANSACTION CONSTITUTES YOUR ACCEPTANCE OF THIS LICENSE AGREEMENT IN ITS ENTIRETY.

Updated August 14, 2025