

OFFICIAL LICENSING NOTICE & TERMS OF USE

ATTENTION CLIENT: This document is a formal, legally binding notice regarding the usage rights, copyright, and licensing conditions of the media assets (videos, photographs, raw footage, and audio) delivered in this folder or by any other distribution from RICH Productions (RICH Photography).

Please read this document carefully before downloading, publishing, or utilising any assets.

CRITICAL SOUTH AFRICAN COPYRIGHT ACT NOTICE

Pursuant to **Section 21(1)(b) of the South African Copyright Act 98 of 1978**, the parties hereby explicitly contract out of the statutory default of ownership. All copyright, intellectual property, and raw assets created during this commission remain the sole and exclusive property of the Creator/Production Agency. No ownership of copyright is transferred. The Client is granted only a non-exclusive, non-transferable license to use the final deliverables strictly in accordance with the assigned license tier specified on the invoice and detailed below.

1. THE LICENSING TIERS

The specific license purchased for your project is designated on your official invoice. If not stated otherwise on your invoice, your project will automatically fall into the Standard License tier, as this is the baseline covered by our standard Terms and Conditions.

Any other variation of a license (such as boosting or re-editing rights) must be explicitly negotiated, agreed upon in writing, and paid for separately. Your usage of the delivered assets must strictly align with that designated tier. **No alterations, re-editing, or cut-downs are permitted under standard tiers.**

<u>License Tier</u>	<u>Permitted Use</u>	<u>Paid Ads / Boosting</u>	<u>Duration & Territory</u>
1. Standard License	Organic use only (website, organic social grids, internal presentations). No editing/cutting allowed.	Strictly Prohibited	Perpetual duration / South Africa.
2. Standard Boosted	Organic use + limited digital advertising run. No editing/cutting allowed.	Allowed (Meta, TikTok, Google, etc.)	Limited to 3 Months from delivery / South Africa.
3. Extended Boosted	Organic use + mid-term digital advertising run. No editing/cutting allowed.	Allowed (Meta, YouTube, TikTok, etc.)	Limited to 12 Months (1 Year) from delivery / Global.
4. Unlimited Digital & Boosting	Organic use + unlimited digital advertising run. No editing/cutting allowed.	Allowed (All digital platforms) <i>Excludes Television/ Broadcasting commercials.</i>	Indefinite / Perpetual / Global.

All television, cinema, radio, or broadcast licensing is strictly excluded from the above tiers and must be negotiated and quoted separately.

2. DERIVATIVE WORKS & RE-EDITING (PAID ADD-ON ONLY)

To prevent unauthorised alterations to our creative work, the right to modify, re-edit, trim, or create "cut-downs" (such as turning a 16:9 widescreen video into a 9:16 vertical reel) is strictly prohibited across all standard tiers. This right is only granted if you have purchased the specific add-on license below:

OPTIONAL ADD-ON: Derivative & Re-Edit License

When explicitly purchased and itemised on your invoice, this license allows the Client to make visual adjustments, crops, and structural edits to the delivered assets under the following strict conditions:

- Visual Editing Only: You may trim, split, re-order, or crop visual frames to fit different platform aspect ratios (e.g., creating 9:16 vertical clips).
- No Stylistic Integrity Violations: You may not apply third-party colour grading, filters, or remove watermark/agency attribution graphics without prior written consent.
- Strict Generative AI & Manipulation Ban (Non-Negotiable): The Client is strictly prohibited from using Artificial Intelligence (AI) tools, machine learning software, automated editing platforms, or generative AI (e.g., Photoshop Generative Fill, Midjourney, AI face-swapping, AI background generators) to alter, extend, or generate derivative variations of the delivered assets. This includes, but is not limited to, using AI for "day-to-night" transitions, sky replacements, removing or adding digital people/objects, changing clothing, or altering the physical features of subjects. Any AI modification of RICH Productions work is a direct violation of copyright and creative integrity regardless of any chosen tier or add on.

CRITICAL MUSIC RESTRICTION (NON-NEGOTIABLE - APPLIES TO ALL EDITS)

Even if the Derivative & Re-Edit License has been purchased, the music tracks incorporated into the delivered videos are licensed strictly through third-party platform agreements for use only within the original edit structure of the delivered assets.

You are strictly prohibited from extracting the audio, isolating the music track, or utilising the music track in any new, separate, or modified edits that alter the timing, flow, or synchronisation of the music. Re-using the music track in a separate video project constitutes a severe breach of international copyright and licensing agreements. Any licensing penalties, legal fees, or copyright claims resulting from the unauthorised extraction or reuse of music assets will be the sole legal and financial responsibility of the Client.

3. BREACH OF TERMS & CONTESTATION

Any use of the deliverables outside the scope of the purchased license tier (including but not limited to unauthorised re-editing, boosting a video without a boosting license, or unauthorised music extraction) will result in:

1. The immediate automatic termination of the license.
2. An invoice issued for the unauthorised usage/editing fee, calculated at standard industry retroactive rates plus a 100% penalty surcharge.
3. Potential legal action under the South African Copyright Act 98 of 1978 for copyright infringement.

For license upgrades, re-editing rights, extensions, or questions regarding asset usage, please contact us directly.

4. CLIENT-SUPPLIED ASSETS, PORTFOLIO RIGHTS & EXCLUSIVITY

The Client warrants that all materials, including but not limited to scripts, voice-overs, logos, music, or stock footage supplied to the Creator for inclusion in the deliverables, are fully owned by the Client or have been correctly licensed for this use. The Client agrees to indemnify and hold the Creator harmless against any third-party copyright claims or licensing disputes arising from these supplied materials.

To protect your brand's competitive advantage, the Creator guarantees that your final deliverables will never be sold, sub-licensed, or distributed to any third party or competitor. However, the Client grants the Creator a perpetual, worldwide, royalty-free license to showcase the final deliverables (and behind-the-scenes footage) strictly for the Creator's own website, social media feeds, showreels, and portfolio for self-promotional purposes.

Please visit our website or contact us for a full list of our Terms and Conditions.