SHOT BY EMMA LEE

COPYRIGHT POLICY

1. Purpose and scope

This Copyright & Image Usage Policy explains ownership, licensing and permitted uses of photographs and creative materials produced by Shot by Emma Lee. It applies to our website, galleries, digital images, prints, photography sessions, and commercial or brand collaborations. It should be read with the applicable photography agreement, quote and booking terms.

2. Copyright ownership

Unless otherwise agreed in writing or required by law, Shot by Emma Lee retains copyright in photographs and other original creative work we create. Under Australian copyright law, ownership can depend on the nature and purpose of a commission, including some privately commissioned photographs. This policy does not override statutory ownership rules or any written agreement that allocates copyright differently.

3. What clients receive

Payment for a session, photograph, print or digital download does not, by itself, mean a client receives ownership of copyright. Clients receive the images and usage rights specified in their written booking agreement, invoice, gallery instructions or commercial licence. Any assignment of copyright must be expressly agreed in writing.

4. Personal photography licences

For From Home and Out Here personal sessions, the intended standard permission is personal, non-commercial use of delivered images, including private printing, sharing with family and friends, and posting to personal social media accounts, subject to the written booking agreement. This permission does not include resale, paid advertising, commercial endorsements, merchandise or licensing images to another business.

5. Business and brand photography

Commercial uses must be covered by a written licence or agreement specifying the authorised business or licensee, images, permitted media and channels, purpose, territory, duration, exclusivity (if any), and fees. Uses outside the agreed scope, including third-party campaigns, resale, stock libraries, packaging or expanded advertising, require written approval and may incur an additional licence fee.

6. Social media and online sharing

Clients may share delivered photographs within their licensed usage rights. We appreciate a credit to Shot by Emma Lee or @shot.by.emmalee where practical, but a credit alone does not grant rights for an otherwise unauthorised use. Businesses must not assume that tagging or crediting the photographer replaces the need for a commercial licence. SHOT BY EMMA LEE / COPYRIGHT POLICY 1

7. Editing, filters and alterations

To preserve the intended presentation of our work, clients are asked not to apply filters, substantially recolour, manipulate, remove attribution from, or use AI tools to alter delivered photographs without prior written approval, except for ordinary technical resizing or cropping required by a platform. Any enforceable restrictions depend on the agreed licence and applicable law.

8. Website and portfolio content

Photographs, website text, layouts and original creative materials displayed by Shot by Emma Lee may be protected by copyright. Viewing our website or gallery does not grant permission to download, reproduce, scrape, distribute, sell or republish protected material, except where permitted by law or expressly authorised.

9. Proofs, previews and unedited files

Watermarked previews, proofs, contact sheets and unedited images remain subject to their stated access and usage conditions. Unless expressly agreed, clients are not licensed to publish proof images, remove watermarks or distribute unedited RAW files. Selection and delivery arrangements are governed by the booking agreement.

10. Prints and physical products

Buying a physical print generally provides ownership of that physical item, not copyright in the underlying photograph. Buyers may display or gift the print for lawful personal purposes, but may not scan, reproduce, commercially distribute or make products from the image without permission or another legal basis.

11. Participants, children and privacy

Copyright permission and permission to use a person's likeness are separate issues. A client's licence to use a photograph does not automatically authorise publication of an identifiable person, especially a child, where consent or another lawful basis is required. Shot by Emma Lee seeks appropriate model, parent or guardian and portfolio permissions for relevant uses.

12. Client-supplied materials and third-party rights

Clients remain responsible for having appropriate rights and permissions for logos, products, artworks, premises, music, branded clothing and other materials they supply or ask us to feature. We do not claim ownership of a client's pre-existing intellectual property. Photography permissions do not automatically clear third-party trademarks, designs, privacy rights or property access requirements.

13. Collaborations and suppliers

Stylists, makeup artists, venues, models and collaborating businesses must obtain permission before using images beyond any licence or written collaboration arrangement. Supplying services, products or a location does not automatically grant a right to use all photographs for advertising or redistribution.

14. Portfolio and promotional use by the photographer

Our ability to publish session photographs in our portfolio, website, social media or promotional material depends on the booking agreement and relevant privacy, participant and guardian permissions. We will respect agreed confidentiality, embargoes and image-sharing preferences. A commercial client may request negotiated confidentiality or an exclusive licence. SHOT BY EMMA LEE / COPYRIGHT POLICY 2

15. Attribution and moral rights

Australian copyright law provides creators with moral rights in certain circumstances, including attribution and protection against false attribution and derogatory treatment. These rights are distinct from copyright ownership and are subject to legal exceptions and any valid written consents.

16. Requests for additional use

To request a commercial licence, reproduction permission, image modification, publication by a third party or copyright assignment, contact Shot by Emma Lee with the relevant image, proposed use, platforms, duration and territory. Permission is not granted until confirmed in writing.

17. Unauthorised use and infringement concerns

If we become aware of use that appears to exceed the agreed licence or infringe copyright, we may contact the relevant party to seek clarification, removal, attribution, a retrospective licence or other appropriate resolution. We reserve any rights and remedies available under Australian law. If you believe we have used your protected material without permission, please contact us with supporting details.

18. Exceptions and Australian law

Nothing in this policy excludes uses permitted by the Copyright Act 1968 (Cth), including applicable exceptions, or limits rights that cannot lawfully be excluded. Any contractual restriction applies only to the extent permitted by law. Nothing in this policy excludes, restricts or modifies guarantees or remedies under the Australian Consumer Law where doing so would be unlawful.

19. Conflicts and changes

Where a signed photography agreement or individually negotiated commercial licence differs from this general policy, the specific written agreement governs to the extent lawful. We may update this policy from time to time; changes will not retrospectively remove rights already granted under an existing agreement.

20. Contact

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