

Intellectual Property Policy - Gianni Creative Studio

Last Updated: 08/08/2025

This Intellectual Property (IP) Policy outlines how copyright and usage rights work for all photography, videography and design services we offer.

In accordance with South African copyright law (Copyright Act No. 98 of 1978), we retain full ownership of all intellectual property and copyright of the work we create unless a written agreement states otherwise. By working with us, you agree to the terms of this policy.

1. Ownership of Work

Unless otherwise agreed in writing:

- All creative content including photos, videos, final designs, concepts, drafts and raw files remains the intellectual property of Gianni Creative Studio.
- We retain full copyright and moral rights as the original creators of the work.

This applies to everything we create, whether delivered or not.

2. Client Usage Rights

Once full payment has been made, clients are granted a non-exclusive, non-transferable license to use the final work for its intended and agreed-upon purpose. This license does not include ownership or the right to resell, redistribute or heavily modify the work without written consent.

We offer two clear categories of licensing:

A. Individual Clients

As an individual client (e.g., booking a wedding, event or personal design service), you are granted:

- Personal usage rights for your final content (e.g., printing, sharing with family/friends, posting on personal social media)
- You may not sell the content, edit it beyond minor adjustments or use it for commercial gain.
- We reserve the right to display the work in our portfolio, unless you request otherwise.

If you wish to use your images, videos or designs in a commercial capacity, a separate commercial license may be requested.

B. Business Clients

As a business client (e.g., for branding, product photos, social media content, design work or advertising), you are granted:

- Commercial usage rights to use the final work for your business marketing, advertising, print materials, website, social platforms, packaging or other agreed channels.
- This license is non-exclusive and non-transferable unless otherwise agreed in writing.
- Copyright remains with Gianni Creative Studio. You do not own the underlying intellectual property unless:
 - A written copyright assignment has been signed, and
 - An additional licensing fee (where applicable) has been paid

We can provide the following upon request:

- An exclusive-use license (no one else will be granted use of the work)
- A full copyright transfer
- Editable or source design files (where available)

Please contact us for a custom licensing agreement if any of the above is required.

3. Source Files & Raw Content

- We do not include editable source files (e.g., .psd, .ai, .indd) or raw photos/videos in our standard project delivery.
- These remain our property unless a separate license is agreed upon in writing.

4. Portfolio & Promotional Use

Unless you request otherwise in writing, we may showcase the final work in our:

- portfolio
- social media
- website
- marketing materials

respecting your privacy and brand representation.

5. Third-Party Materials

If your project includes third-party assets (e.g., fonts, stock images, music), they are used under their own licenses. You may need your own license if you plan to reproduce or distribute the content at scale.

6. Infringement & Misuse

You may not:

- Resell or redistribute our work
- Claim authorship or pass it off as your own
- Heavily modify or alter the work without permission

Unauthorised use or distribution may result in legal action under the Copyright Act No. 98 of 1978.

7. Intellectual Property Agreement (Optional)

If you require full IP transfer or exclusive licensing, a separate IP Assignment Agreement or Commercial License Agreement will be provided for both parties to sign.

8. Outsourced Services

If we are engaged as an outsourced photographer, videographer or designer by another business, agency or service provider:

- Unless otherwise agreed in writing, copyright remains with Gianni Creative Studio.
- The hiring party is granted a commercial usage licence to use the final delivered work solely for the purposes agreed upon with their own client(s).
- Gianni Creative Studio **must be credited as the creator** of the work whenever it is published, displayed or used publicly, regardless of the hiring party's branding or relationship with their client.
- The hiring party may not claim authorship or present the work as their own.
- The work may not be resold, relicensed or distributed beyond the agreed scope without additional licensing fees.
- We will only agree to white-labelling requests if such requests are mandated by contractual or legal obligations with the end client. All such arrangements must be agreed upon explicitly in writing before project commencement, including clear terms regarding crediting and confidentiality.
- We will comply with any signed Non-Disclosure Agreement (NDA). However, unless explicitly waived in writing, our rights to be credited as the creator of the work remain in effect.

9. Changes to This Policy

This policy may be updated occasionally. When we do, we'll revise the "Last Updated" date and notify you directly if any significant changes are made.

Agreement to Policies

By booking or working with Gianni Creative Studio, you agree to our [Terms & Conditions](#), [Privacy Policy](#), [Refund Policy](#) and [Intellectual Property Policy](#). If you have any questions or concerns, please reach out before confirming your booking/project.

Questions? Let's Chat

We're here for you! If anything is unclear or if you want to chat about the process, feel free to contact us:

Email: shelby@giannicreative.com

Phone/WhatsApp: [072 775 2810](tel:0727752810) (Shelby) / [083 601 9330](tel:0836019330) (Josh)

Thank you for choosing us, we can't wait to bring your vision to life!

—With Love, Gianni Creative Studio