

Deer Wizard LLC

Photo & Media Usage Policy

Effective Date: 2022

This policy memorializes and clarifies existing ownership of Media created by Deer Wizard LLC and does not retroactively alter or override any written agreements, of which none exist.

1. Ownership of Media

All photographs, video, audio recordings, digital images, graphic assets, and other visual or creative works (“Media”) created by Deer Wizard LLC are the exclusive intellectual property of Deer Wizard LLC, unless expressly stated otherwise in a written agreement executed by Deer Wizard LLC.

The names Deer Wizard Photography and Deer Wizard Media are brand identifiers used by Deer Wizard LLC and do not represent separate legal entities or independent rights holders.

Media bearing a Deer Wizard Photography or Deer Wizard Media signature, watermark, or identifier constitutes clear attribution of authorship and ownership by Deer Wizard LLC.

Absent a written agreement expressly transferring ownership, all rights, title, and interest in Media remain with Deer Wizard LLC.

2. No Work-for-Hire or Implied Assignment

Media created by Deer Wizard LLC is not considered “work made for hire” unless expressly designated as such in a written agreement signed by Deer Wizard LLC.

The following do not create ownership, work-for-hire status, or assignment of rights:

- Prior employment or consulting relationships
- Verbal agreements or informal understandings
- Business travel, trade shows, site visits, or events
- Use of Media during a professional relationship
- Capture of Media while representing or affiliated with another business
- Use of Media created with personal equipment

3. No Implied License

The use, access, possession, display, or prior publication of Media does not create an implied, perpetual, or irrevocable license.

Any prior permission—whether verbal, written, or electronic—to use Media is deemed non-exclusive, limited in scope and purpose, revocable, and tied to the duration of the underlying relationship.

Such permission does not survive termination of employment, consulting, or affiliation unless expressly stated in writing.

4. Permitted Use

Use of Deer Wizard LLC Media is permitted only under one of the following conditions:

- A written licensing agreement executed by Deer Wizard LLC
- A written services or consulting agreement that expressly grants defined Media usage rights
- A written authorization specifying the exact Media, purpose, and duration of use

All permissions are non-transferable and non-sublicensable unless expressly stated otherwise.

5. Prohibited Use

Without prior written consent from Deer Wizard LLC, the following are prohibited:

- Continued use after termination of employment, consulting, or affiliation
- Use by third parties not expressly authorized
- Use implying ownership, authorship, endorsement, sponsorship, or affiliation
- Use in derivative works, marketing materials, promotional campaigns, resale products, or advertisements
- Assignment, sublicensing, redistribution, or archival retention for future use

6. Attribution

Where attribution is requested or required, acceptable attribution includes:

© Deer Wizard LLC

Image courtesy of Deer Wizard LLC

Attribution alone does not confer permission or license.

7. Revocation of Permission

Unless governed by a written agreement, Deer Wizard LLC reserves the right to revoke permission to use any Media at any time.

Upon revocation, all use must cease promptly, and Media must be removed from all platforms, materials, and repositories under the user's control.

8. Enforcement

Unauthorized use of Media may result in:

- Written notice of infringement
- Retroactive licensing fees
- Takedown requests
- Additional remedies available under applicable intellectual property law

Deer Wizard LLC prefers resolution through direct communication prior to escalation.

9. Licensing & Permissions

All licensing requests or questions regarding Media use should be directed to:

Deer Wizard LLC

Email: deerwizard64@gmail.com

All rights reserved.