



# MiFame — Content License Agreement

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**Effective Date:** March 18, 2026

**Last Updated:** March 18, 2026

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This Content License Agreement ("Agreement") is entered into between MiFame ("MiFame," "we," "us," or "our"), operated by Michael Mgaga and Saif Ghariani, doing business as MiFame, and the subscribing Client ("Client," "you," or "your").

This Agreement governs the ownership, licensing, and permitted use of all content produced and delivered by MiFame as part of its subscription services. It supplements and is incorporated into the MiFame Terms of Service.

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## 1. Definitions

1.1. **"Content"** refers to all digital assets produced by MiFame for the Client, including but not limited to: short-form videos (Reels), food photography, promotional graphics, carousel images, and any associated edits or revisions.

1.2. **"Deliverables"** refers to the final, approved Content files delivered to the Client via Google Drive, the Whop platform, or other designated delivery methods.

1.3. **"Client Materials"** refers to all photographs, logos, brand assets, text, and other materials submitted by the Client to MiFame for use in Content production.

1.4. **"Portfolio Use"** refers to MiFame's use of select Deliverables in its own marketing, portfolio, case studies, website, social media, pitch decks, and promotional materials.

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## 2. Content Ownership

## **2.1. Transfer of Ownership**

Upon full delivery of Content and receipt of the corresponding monthly subscription payment, all intellectual property rights in the Deliverables transfer to the Client. The Client owns the final delivered assets outright and may use them without restriction, subject to the terms of this Agreement.

## **2.2. Pre-Delivery Ownership**

Prior to delivery and full payment for the applicable billing cycle, all Content — including works-in-progress, drafts, and unreleased assets — remains the exclusive intellectual property of MiFame. The Client has no rights to use, distribute, or claim ownership of Content that has not been fully delivered and paid for.

## **2.3. Client Materials**

The Client retains full ownership of all Client Materials submitted to MiFame. By submitting Client Materials, the Client grants MiFame a limited, non-exclusive license to use such materials solely for the purpose of producing Content under the active subscription. This license terminates upon cancellation or termination of the subscription, except as needed to complete delivery of Content for the final paid billing cycle.

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## **3. Client's Rights & Permitted Use**

Once ownership has transferred per Section 2.1, the Client may:

- Post, publish, and distribute the Deliverables on any social media platform (Instagram, TikTok, Facebook, YouTube, X, etc.).
- Use the Deliverables on their website, in email marketing, in printed materials, and in any other marketing or promotional context.
- Edit, crop, resize, add text overlays, or otherwise modify the Deliverables for their own use.
- Use the Deliverables for commercial purposes related to their restaurant business.

## 3.1. Restrictions

The Client may **not**:

- Resell, sublicense, or distribute the Deliverables to third parties as standalone content products (e.g., selling videos or images as stock content).
  - Claim that MiFame's production methods, workflows, or proprietary processes are their own.
  - Use the Deliverables in any unlawful, defamatory, or misleading manner.
  - Use the Deliverables to promote a business other than the restaurant for which the Content was originally produced, without MiFame's prior written consent.
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## 4. MiFame's Portfolio & Marketing Rights

### 4.1. Consent Request

MiFame values the Client's partnership and requests the right to use select Deliverables for Portfolio Use — including but not limited to: showcasing work samples on [mifame.com](https://mifame.com), social media accounts, pitch presentations, case studies, and client testimonials.

MiFame will make a reasonable request for the Client's written consent via email or messaging before using specific Deliverables for Portfolio Use.

### 4.2. Deemed Consent

If the Client does not respond to MiFame's consent request within fourteen (14) calendar days, the Client shall be deemed to have granted MiFame a **non-exclusive, royalty-free, perpetual, worldwide license** to use the applicable Deliverables for Portfolio Use only.

This deemed consent applies solely to Portfolio Use and does not grant MiFame the right to resell, sublicense, or use the Deliverables for purposes unrelated to MiFame's own marketing and business promotion.

### 4.3. Opt-Out

The Client may opt out of Portfolio Use at any time by sending a written request to [legal@mifame.com](mailto:legal@mifame.com) identifying the specific Deliverables they wish to have

removed from MiFame's portfolio and marketing materials. MiFame will comply within thirty (30) calendar days of receiving such a request.

#### **4.4. Attribution**

When using Deliverables for Portfolio Use, MiFame may credit the Client's restaurant name and social media handle unless the Client requests otherwise in writing.

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### **5. Founding Client & Case Study Terms**

Clients who subscribe under the Founding Client tier explicitly agree to:

- Allow MiFame to use all Deliverables produced under the Founding Client subscription for Portfolio Use.
- Provide a written or recorded testimonial about their experience with MiFame.
- Grant permission for MiFame to create a case study featuring their restaurant, including before/after metrics, content samples, and growth data.

This consent is a condition of the Founding Client tier's discounted pricing and cannot be revoked while the Client remains on the Founding Client tier.

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### **6. Third-Party Content & Licenses**

6.1. MiFame warrants that all Content produced is original work or uses only assets for which MiFame holds appropriate licenses or rights. MiFame does not use copyrighted third-party content (music, images, fonts, etc.) without proper licensing.

6.2. If Content includes licensed third-party elements (e.g., royalty-free music tracks for Reels), MiFame will ensure such licenses permit the Client's intended use. MiFame will disclose any third-party licensing restrictions that apply to specific Deliverables.

6.3. The Client is responsible for ensuring that their use of Deliverables complies with the terms of service of the platforms on which they are posted (e.g., Instagram, TikTok).

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## 7. Revisions & Modifications

7.1. **Pro Tier:** Clients on the Pro tier receive one (1) round of revisions per monthly delivery cycle. Revision requests must be submitted within five (5) business days of delivery.

7.2. **Other Tiers:** Clients on the Starter and Growth tiers may request revisions at MiFame's discretion; additional fees may apply.

7.3. **Post-Delivery Modifications:** Once Deliverables have been transferred to the Client, the Client may modify them freely. MiFame is not responsible for the quality or performance of Content that has been modified by the Client after delivery.

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## 8. Termination & Effect on License

8.1. **Client Ownership Survives Termination.** All Deliverables that have been fully delivered and paid for remain the Client's property indefinitely, regardless of subscription cancellation or termination.

8.2. **MiFame's Portfolio License Survives Termination.** Any Portfolio Use rights granted (whether by express consent or deemed consent under Section 4.2) survive termination of the subscription, unless the Client exercises the opt-out provision in Section 4.3.

8.3. **Unpaid Content.** If the Client's subscription is terminated due to non-payment, MiFame retains full ownership of any Content produced but not yet delivered for the unpaid period.

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## 9. Representations & Warranties

9.1. **MiFame Represents:** That all Deliverables are original works or incorporate only properly licensed elements; that MiFame has the authority to transfer ownership as described in this Agreement.

9.2. **Client Represents:** That all Client Materials submitted are owned by the Client or used with proper authorization; that the Client will not use Deliverables in any unlawful manner.

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## 10. Limitation of Liability

MiFame's liability under this Agreement is subject to the limitation of liability provisions set forth in the MiFame Terms of Service. In no event shall MiFame's total liability under this Agreement exceed the total subscription fees paid by the Client in the three (3) months preceding the claim.

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## 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, United States, without regard to its conflict of law provisions.

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## 12. Entire Agreement

This Agreement, together with the MiFame Terms of Service, Privacy Policy, and Return & Refund Policy, constitutes the complete agreement between the Client and MiFame regarding content ownership and licensing. In the event of a conflict between this Agreement and the Terms of Service, this Agreement shall control with respect to content licensing matters.

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## 13. Contact Information

For questions about content ownership, licensing, or Portfolio Use:

### **MiFame**

Email: [legal@mifame.com](mailto:legal@mifame.com)

Support: [support@mifame.com](mailto:support@mifame.com)

Website: [mifame.com](http://mifame.com)

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*By subscribing to MiFame, you acknowledge that you have read, understood, and agree to this Content License Agreement.*