

You are agreeing to these Terms and Conditions:

- by visiting the Websites of the Licensor and viewing and/or downloading Web Display Images; and/or
- by downloading Comping Images from the Websites of the Licensor; and/or
- by downloading High Resolution Images from the Websites of the Licensor; and/or
- by accepting delivery of High Resolution Image(s) covered by a Licence issued by the Licensor

If you do not agree to these Terms and Conditions, please contact us and discontinue any use of the Websites and Image(s) immediately.

1. Parties

This agreement is binding between the Licensor and You

Licensor CenterStock Limited a New Zealand limited liability company operating the trading name PhotoNewZealand via www.photonewzealand.com & www.photonewzealand.com/international

You An individual person (including your employer, if any) with one or more of the following attributes:

- Casual Website User being a person browsing the websites of the Licensor viewing Web Display Images;
- Registered Website User being a person who has registered on the websites of the Licensor and has access to unwatermarked Web Display Images and/or High Resolution Images;
- Licensee being a person who has agreed to License an Image from the Licensor for End Use

2. Copyright

At all times the Copyright of Images remains the property of the respective Photographers and/or Suppliers represented by the Licensor. Copyright protection is covered by both New Zealand and International Copyright Laws.

3. Licence

Where you are licensing Images for an End Use, the Licensor, on behalf of the Photographers and Suppliers it represents, grants you a Licence to reproduce the Image(s) for the purpose(s), territory(ies) and time period specified in the Licence and on the terms and conditions set out in this document.

The Image(s) supplied to you for use by the End User named on the Licence may only be used for the creative works of that End User.

The Licence to use the Images begins from the date of the Licence as stated on the Licence. No use may be made of any Images before full payment of the Invoice without the Licensor's express permission, with the exception of approved clients holding credit accounts with the Licensor.

The Licence is granted to you and must not be assigned to any third party without the Licensor's prior written permission but may be sub-Licensed by you only on the same terms and conditions to the End User named in the Licence.

4. End User Licence Agreements (EULA)

The Image(s) identified on this Licence may be covered by a Supplier's (third party) End User Licence Agreement (EULA). Each Image Supplier to the Licensor has its own EULA and, as such, you agree to be bound by the terms of the EULA of the Supplier(s) of the Image(s) covered by this Licence in addition to these Terms and Conditions.

Each Supplier EULA is available on our website or upon request. Should a conflict occur between the relevant EULA and these Terms and Conditions, the EULA will prevail.

5. Licence Fees

Licence fees for the use of the Images will be quoted to you by The Licensor and are to be agreed prior to the use of the Images. Where the Images are used prior to the agreement of a Licence Fee then the maximum Licence Fee applicable to the use of each Image (as per the Licensor's Rate Card) will apply at the Licensor's discretion. Penalty fees may also apply at the Licensor's discretion.

6. Licence Period

Unless otherwise stated on the Licence, the Licence Period will be a period of 12 months from the date the Image(s) has/have been supplied to you. The commencement of the Licence Period can be altered by mutual agreement between the Licensor and you prior to the issue of the Licence.

The image(s) may not be used after the Licence Expiry Date (see Paragraph 7 below)

This paragraph does not apply to royalty free images (either Royalty Free CD Collections, Single Royalty Free Images or Subscription Royalty Free collections) where images are able to be used for an indefinite period.

7. License Renewals/Extending License Period

Where images are Rights Managed, before the end of the Licence Period a Licence Expiry Notice will be delivered to you notifying that the Licence will expire on the Licence Expiry Date.

You must return the Renewal Requirements Form (included with the Licence Expiry Notice) stating either:

- That the Image(s) are required to be used for an additional period (in which case the Licensor will contact You to discuss a License Fee and issue a new Licence)
- That the Image(s) will no longer be used past the Licence Expiry Date

Failure to respond to the Licence Expiry Notice may result in an automatic renewal being issued with an accompanying invoice, at the discretion of The Licensor.

8. Removal of images once used

You shall not, without the prior written permission of The Licensor, store the Images in any form of electronic medium, except for the purpose of the Licence, and provided that the file or other medium in which the Images are captured or stored must be destroyed immediately after its use for that purpose.

9. Downloading Image Files**i) Low Resolution Web Display Images**

Images displayed on The Licensor's websites (including thumbnail images and preview images) are made available to you for evaluation purposes only. It is an infringement of our Terms and Conditions and of Copyright to use Web Display Images for any final application without the issue of a Licence and payment of a Licence Fee.

Specifically the following uses of Web Display Images are prohibited (in the absence of a Licence):

- Displaying a Web Display Image on any internet website or digital presentation
- Use of a Web Display Image in a TV Commercial or film "storyboard";
- Use of a Web Display Image in layouts for concepts to show a photographer or other visual artist how you want a commissioned photograph/image to look; or
- Any other use of a Web Display Image where there is no potential that the Image will be licensed.

ii) Medium Resolution Comping Images

If you hold an active credit account with The Licensor you are able to request upgraded access to the Licensor's websites to allow for the download of Comping Images

Comping Images are made available to you for evaluation purposes only (e.g. layouts/designs). It is an infringement of our Terms and Conditions and of Copyright to use Comping Images for any final application without the issue of a Licence and payment of a Licence Fee.

Specifically the following uses of Comping Images are prohibited (in the absence of a Licence):

- Displaying a Comping Image on any internet website or digital presentation
- Use of a Comping Image in a TV Commercial or film "storyboard";
- Use of a Comping Image in layouts for concepts to show a photographer or other visual artist how you want a commissioned photograph/image to look; or
- Any other use of a Comping Image where there is no potential that the Image will be licensed.

iii) Hi Resolution Images

If you hold an active credit account with The Licensor you are able to request upgraded access to the Licensor's websites to allow for the download of High Resolution Images.

High Resolution Images are made available to you for your End Use on the basis that:

- You have an approved rate card issued by the Licensor and you will be invoiced for the High Resolution Images you download and use; or
- You are familiar with the prices quoted by the Licensor and will agree a Licence Fee prior to the End Use of the High Resolution Images which have been downloaded.

After you have downloaded High Resolution Images you will be contacted by The Licensor to confirm which High Resolution Images have been used in an End Use and you will either be invoiced at the agreed rate per your approved rate card or provided with a quote for the End Use of the Images.

When High Resolution Images have been downloaded from the Licensor's image server or otherwise delivered to you, refunds are only able to be made at the discretion of the Licensor (see Paragraph 11).

10. Payment

Payment of Licence Fees by you must be received by the Licensor prior to delivery and can be made in the following ways:

- Credit Account (to approved clients only)
- Credit Card (Visa/Mastercard only)
- Direct payment/money transfer to our bank account
- Cheque (must clear prior to delivery)

Where you hold an approved credit account with the Licensor, payment terms are strictly the 20th of the month following month of invoice. Interest of 5% per month or part thereof will be charged on amounts not received by the due date at the Licensor's discretion.

For payment by foreign cheque or direct payment/money transfer to the Licensor's bank account, all bank fees (both Licensee's and Licensor's) must be paid by you. Where bank fees are charged to the Licensor by its bank, these fees may be charged to you, at the Licensor's discretion.

The Licensor reserves the right to suspend the distribution of any print collateral or other materials produced using the Image(s) or the continued use of the Image(s) by the Licensor and/or End User if a credit account remains unpaid past the due date. Any collection fees incurred as a result of referring outstanding accounts to a debt collection agency will be payable in full by you.

11. Refunds

The Licensor is unable to offer refunds once digital image files have been downloaded from our image server by you or otherwise delivered to you.

Please make your Image selection carefully and request Comping Images if you need to further evaluate the suitability of an Image(s) for your project. If there is a technical problem with the Image, a replacement scan or satisfactory substitution Image will be supplied. A refund will be made only where no satisfactory solution or substitution can be made by the Licensor.

In the situation where you hold an active credit account with the Licensor, the Licensor may, at its discretion, provide a refund for rights managed images only, in which case an administration fee of NZ\$75.00 + GST will be charged to you. No refunds are able to be given for royalty free images once they have been delivered or downloaded.

12. Prohibited Usage

Images may not be used in any of the following ways:

- Use as a trademark or use to infringe upon any copyright, trade name or trademark of any person or company.
- Use which is derogatory, misleading or defamatory, pornographic or which otherwise violates a person's privacy or moral rights
- Ways which are considered sensitive (without the prior written approval of the Licensor). Please request a copy of the Licensor's **Sensitive Image Use Policy** to determine whether your proposed use of an image is considered sensitive.

If Images are used in any of the above ways, the Licensor shall not be held responsible for any damages that may arise to you or the End User as a result of the use of the Images (see Paragraph 13 below)

13. Model and Property Releases

Unless otherwise stated on the Licensor's website adjacent to each Image, Image(s) featuring people and/or property are **NOT MODEL OR PROPERTY RELEASED**. Where Image(s) have the necessary permissions from relevant persons and/or property holders featured in the Image(s) this will be noted next to each Image as either "Model Released" or "Property Released".

The Licensor will not be held responsible for individual rights which have been infringed by the use of an Image(s) by you where the Licensor has made no representation as to the availability of a valid model or property release for that Image(s).

Your access to Images does not entitle you to use those Images. Images may be subject to rights held by other persons or companies such as but not limited to copyright, trademarks, privacy rights, moral rights or other rights.

While the Licensor takes every precaution to control the supply of Images where releases might be required, and to advise you as to the need for, or the existence or non-existence of a release, you are solely responsible for determining (with or without legal counsel) whether the proposed use of an

Image requires the consent of any other party or the licensing of any additional rights and obtaining such consent or license if required.

14. Warranties

The Licensor warrants that:

- it has all necessary rights and authority to enter into and perform this Agreement.
- Subject to Sections 12 & 13, your use of an image in its original form and when used in accordance with the License and these Terms and Conditions, will not infringe on any copyrights, privacy rights, publicity rights, trademark or other intellectual property right of any other person or entity.

Provided that images are only used in accordance with the License and these Terms and Conditions and you are not otherwise in breach of the License and these Terms and Conditions

15. Indemnities

The Licensor shall defend, indemnify and hold you, your employer, its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages not directly attributable to acts of the Licensor), liabilities and expenses (including reasonable attorneys' fees and permitted and authorised costs) arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that the Licensor is in breach of its warranties. The foregoing states your entire indemnification obligation under this Agreement.

You shall defend, indemnify and hold the Licensor and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages not directly attributable to acts of Licensee), liabilities and expenses (including reasonable attorneys' fees and permitted and authorised costs) arising out of or as a result of claims by third parties relating to:

- (i) your use of any Images outside the scope of this Agreement;
- (ii) any other actual or alleged breach by you of this Agreement; or
- (iii) your failure to obtain any required release.

16. Disclaimer

The Licensor uses reasonable efforts to ensure the accuracy, correctness and reliability of the images and metadata (hereinafter the 'Content'), but makes no representations or warranties as to the Content's accuracy, correctness or reliability. While the Licensor takes reasonable care to correctly identify, caption and orientate the pictures, it does not accept any liability for loss or damage incurred by you or any third party caused by any errors.

The Licensor excludes to the fullest extent permitted by New Zealand and International Law any warranty, express or implied, including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose. Except as specifically stated in these Terms and Conditions or as otherwise required by law, neither the Licensor nor its directors, employees, contributors, suppliers or other representatives will be liable for damages of any kind (including but without limitation to, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental, or punitive damages) arising out of your use of or inability to use images licensed from the Licensor, whether or not we have been advised of the possibility of such damages.

17. Definitions

Images	includes transparencies, negatives, prints, digitised images or images in electronic or any other medium
Web Display Images	Low Resolution digitised images for display on the websites of The Licensor. Not for End Use.
Comping Images	Medium Resolution digitised images available for download from the websites of The Licensor for evaluation by you prior to committing to a License for End Use
High Resolution Images	Print quality digitised images made available to you after the issue of a License
End User	The entity for which the Images are being Licensed for use by.
End Use	The final application(s) or purpose for which the images are being Licensed.

18. Variations

These Terms and Conditions in conjunction with the License and EULA (where applicable) contain all the terms of agreement between the Licensor and Licensee concerning the display, review, delivery and licensing of images and no terms or conditions may be added or deleted unless made in writing and signed by both the Licensor and Licensee.

19. Disputes

Any and all disputes arising out of or in connection with this contract including without limitation, the validity, interpretation, performance and breach hereto, shall be settled by the Courts of New Zealand in Christchurch, New Zealand.

If you have any questions regarding these terms and conditions please do not hesitate to contact us on 0800 746 866