



Commercial Use License

This License Agreement, together with any invoice (collectively, the “Agreement”), sets forth the terms and conditions between you, or any other client or end-user on whose behalf you are purchasing a license as the licensee (collectively, “You(r)” or “Licensee”) and Wild Territory Images (“Licensor”), as licensor. Your acceptance of this Agreement by licensing any images offered for licensing on this website (“Image(s)”) forms a binding agreement between Licensee and Licensor. Please read this Agreement carefully before downloading any Images. By downloading any Image, Licensee agrees to be bound by the terms of this Agreement, Licensor’s Privacy Statement and Licensor’s Website Terms of Use.

1. Ownership of Images.

Licensor and/or its contributors, as the case may be, own or control all rights, including the copyrights in and to the Images. Licensor and/or its contributors reserve all rights in and to the Images not expressly granted to Licensee in this Agreement.

2. License Terms.

2.1. Subject to the terms of this License Agreement, Licensor grants the Licensee a perpetual, worldwide, royalty-free, non-exclusive, non-transferable, non-sub-licensable in any way (including, without limitation, re-selling, distribution, transfer, etc.) and limited right to use the Images for any commercial purposes, in websites and/or digital applications only. Usage of the licensed Images in any other media, including off-line media such as print, TV or film, is expressly prohibited.

2.1.1. Licensee is not required to incorporate a credit to the Images, except for in connection with use of the Images for editorial purposes, in such an event, the credit “© Etienne Littlefair” will be added.

2.2. In the event that Licensee creates a derivative work based on or incorporating one or more Images, all rights in and to such Images shall continue to be owned by Licensor or its contributor, subject to Licensee’s rights to use such Image(s) pursuant to the terms of this License Agreement.

2.3. Licensee grants Licensor the right to display or reference Licensee’s derivative work using or incorporating licensed Images for any marketing, educational, and/or promotional purposes as an example of customer usage.

3. Restrictions on Image Use.

Licensee may NOT without obtaining specific prior written consent from Licensor, do the following:

3.1. Sublicense, sell, assign, convey or transfer any of its rights under this Agreement;

3.2. Without obtaining an appropriate license, incorporate the Images into print or electronic products for resale or distribution, (including templates and on-demand products), without

regard to the size of the print run, manufacturing units, or impressions of such products (including individual downloads), including without limitation, screen-savers or wallpapers for mobile devices, website designs, presentation templates, greeting cards, business cards, t-shirts or other clothing or accessories, tote bags, mugs, magnets, calendars, posters or any other electronic or printed matter, provided that such product either combines the Image with words and/or graphics or images; or the Image is not the primary factor driving the sale of such product.

3.3. Without obtaining a Licensor's written consent, provide multiple members of a team within the same organization access to licensed Images. Unless Licensor's written consent is obtained, Images may not be stored on a server or content management system which gives more than one person simultaneous access to the content.

3.4. Sell, license or distribute its final product in such a way that permits Licensee's end-users to extract or access any Image as a stand-alone unmodified file.

3.5. Incorporate any Image into a logo, trademark or service mark.

3.6. Use any Image in a pornographic, defamatory, libellous or otherwise illegal manner, whether directly or in context or juxtaposition with other subject matter and materials.

3.7. Use any Image in any manner prohibited by any international export laws, restrictions or regulations.

3.8. Falsely represent (either expressly or by implication) that Licensee is the original creator of a visual work that derives a substantial part of its artistic components from any Image.

3.9. Without obtaining the prior written consent of Licensor, upload an Image as an unmodified standalone file to file-sharing websites or social networking websites or other third party website that claims to acquire ownership rights in the Images contrary to the terms of this Agreement. Upon Licensor's request, Licensee shall immediately remove any Images from such platform or website.

3.10. Use content identified as "Editorial Use Only", for any commercial, promotional, endorsement, advertising or merchandising use. For the avoidance of doubt, "Editorial Use Only" means use relating to events that are newsworthy or of general interest and expressly excludes any sections featuring brand or product names or sections in relation to which Licensee receives a fee from a third-party sponsor.

3.11. Use the Images for editorial purposes without including the following credit adjacent to the Image or included in production credits "© Licensor Name".

4. Releases.

Model and/or property releases can be provided to Licensee for Images containing identifiable persons upon request, if Licensor indicates that such is available. Other than model or property releases for recognizable persons or properties on Images identified as released, Licensor grants no rights and makes no warranties with regard to the use of names, likeness, trademarks, trade dress, registered, unregistered or copyrighted designs or other work depicted in any Image, and Licensee must satisfy itself that all the necessary rights or

consents regarding any of the above, as may be required for reproduction, have been obtained.

5. Termination/Cancellation/Withdrawal.

5.1. Lessor may terminate this agreement at any time if Licensee breaches any of the terms of this License Agreement, in which case Licensee must immediately: cease using the Image(s); delete or destroy any copies; and, if requested, confirm to Lessor in writing that you have complied with these requirements.

5.2. If Licensee uses the licensed Images on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the content for its own purpose or in a way that is contrary to this agreement, the rights granted for such use shall immediately terminate, and in that event, upon Lessor's request, Licensee agrees to remove any Image from such platform or website.

6. Refunds/Cancellation.

6.1. All requests for refunds/cancellations must be made in writing to Lessor, and approved in writing by Lessor, at its sole discretion. Provided that the request is made within 7 days and the licensed Images has not been used, Lessor may cancel the relevant order and issue a full refund to Licensee's account or credit card. No credits or refunds are available for cancellation requests received more than 7 days from Licensee's receipt of the Image, or for research, lab, service or subscription fees, all of which are non-refundable. In the event of cancellation, Licensee's rights to use the content terminate immediately, and Licensee must delete or destroy any copies of the content, with immediate effect.

6.2. Lessor may discontinue licensing any Image at any time in its sole discretion. Upon notice from Lessor, or upon Licensee's knowledge, that any Image may be subject to a claim of infringement of a third party's right for which Lessor may be liable, Lessor may require Licensee to immediately, and at Licensee's own expense: cease using the content, delete or destroy any copies; and ensure that Licensee's clients, distributors and/or employer do likewise.

7. Indemnification/Limitation of Liability.

7.1. Licensee agrees to defend, indemnify and hold harmless Lessor and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) Licensee's use of any content outside the scope of this License Agreement; (ii) any breach or alleged breach by Licensee (or anyone acting on Licensee's behalf) of any of the terms of this or any other agreement with Lessor; and (iii) Licensee's failure to obtain any required release for Licensee's use of Images.

7.2. LESSOR WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

8. Miscellaneous

8.1. This License Agreement is personal to Licensee and is not assignable by Licensee without Licensor's prior written consent. Licensor may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

8.2. Upon reasonable notice, Licensee agrees to provide to Licensor sample copies of projects or end uses that contain licensed Images, including by providing Licensor with free of charge access to any restricted access website or platform where Image(s) is reproduced.

8.3. Licensee agrees to retain the copyright symbol, the name of Licensor, the Image's identification number and any other information or metadata that may be embedded in the electronic file containing the original Image, and to maintain appropriate security to protect the content from unauthorized use by third parties.

8.4. This License Agreement shall be interpreted in accordance with the laws of the Northern Territory, Australia and the applicable Commonwealth laws of Australia, without reference to any laws relating to conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If Licensor is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse Licensor for its legal fees and disbursements (including attorneys' fees and costs) if Licensor is successful.

8.5. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

8.6. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this License Agreement.

8.7. No terms of conditions of this License Agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Licensor and accepted by Licensee. In the event of any inconsistency between the terms of this License Agreement and the terms contained on any purchase order sent by Licensee, the terms of this License Agreement will apply.

8.8. All notices required to be sent to Licensor under this agreement should be sent via email to the email address provided by Licensor. All notices to you will be sent via email to the email Licensee provided Licensor.

8.9. Licensee agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes, withholding taxes, and duties imposed by any jurisdiction as a result of the license granted to Licensee, or of Licensee's use of the licensed Images.