

NZ Digital Images - Image Licence Agreement

Licence Features:

Image(s) obtained via this licence agreement may only be used by the original purchaser or by an Agent for a single client.

Licences to use image(s) are priced on a Flat Fee basis with no time restrictions and no ongoing fees (subject to standard terms and conditions).

Images are supplied as sRGB jpeg files, 8 Bit tiff files are also available on request.

Photographer:

Date of Licence:

Image ID:

Image description:

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Client Details:

Client:	
Address:	
Phone:	
Fax:	
Email Address:	

Agent Details: - Refer, clause 2 (a) (i)

Client:	
Address:	
Phone:	
Fax:	
Email Address:	

Additional Terms and Conditions:

In addition to the standard terms and conditions the above image(s) are also subject to the following restrictions:

Intended Usage:

- Editorial
 Promotional Material
 Website
 Advertising
 Other, please specify...

Client / Agent:

Signed:

Date:

NZ Digital Images:

Signed:

Date:

Important Information:

By signing this agreement you confirm that you have read and agreed to the terms and conditions contained in this entire licence agreement.

Standard Terms and Conditions

1. ESSENTIAL INFORMATION

- (i) NZ Digital Images is a division of NZ Web Hosting Limited
- (ii) You must accept these Terms and Conditions in-order to use any Image(s) and once you do it forms a legal agreement between you and NZ Digital Images (NZ Web Hosting Ltd). A non-exclusive and non-transferable licence will be granted to you by NZ Digital Images for the use of the Image(s).
- (iii) NZ Digital Images (or the photographer) retains all other rights to the Image(s), including and without limitation, copyright and all other rights. NZ Digital Images reserves the right to change these terms at any time, and you agree to be bound by any such changes. This Licence Agreement is operative until terminated either by you or by NZ Digital Images.

2. LICENCE

(a) Number of Users

- (i) The Image(s) may be licensed by one company or individual only (hereafter "Client") and may not be transferred or resold to any other parties. Rights listed in this Licence Agreement can be granted to agencies provided that these rights are used only for a single Client.
- (ii) Any additional persons who wish to use the photo(s) must purchase a separate licence.
- (iii) It is the responsibility of the Client to obtain any further consents including but not limited to; model and property releases in relation to the use of the Image(s).
- (iv) The Client must provide correct information that NZ Digital Images requires pertaining to the use of the Image(s), and who the Client is.

(b) Permitted Uses:

- (i) You may copy, back up, or archive the Image(s) as necessary for internal use only. Any copy or archive you make must include the Image(s) copyright information.
- (ii) You may publish any licensed Images(s) in electronic or print media, including editorial use and advertising after you accept these Terms and Conditions and your payment has been received.
- (iii) You may modify the Image(s) as necessary for your intended use. The rights to any modified Image(s) belong to NZ Digital Images.
- (iv) You may allow a third party, such as a printer, in the normal course of work-flow, temporary copies of the Image(s) in-order to complete the project.
- (v) You are permitted to use the image(s) on a perpetual basis on multiple projects with no ongoing fees after you accept these Terms and Conditions and your payment has been received.

(c) Prohibited Uses:

- (i) It is prohibited to use the Image(s) for any re-saleable or mass produced items where the image is the main part of the product - unless agreed by NZ Digital Images - (including but not limited to consumer merchandise, calendars, gift cards, posters and framed prints) or products intended to allow the re-distribution or re-use of the Image(s) (as determined by NZ Digital Images).
- (ii) It is prohibited to use the Image(s) or any part of it as part of a service mark, trademark, or identifying logo.
- (iii) It is prohibited to use the Image(s) in any way other than stipulated within this agreement. NZ Digital Images does not sell images, only the rights to use them according to our Licence Agreement.
- (iv) It is prohibited to use the Image(s) in any way that could be considered defamatory, libelous, pornographic, obscene, immoral, or fraudulent without prior written consent from NZ Digital Images and any model in such Image.
- (v) It is prohibited to re-sell, distribute or sub-license the image(s) files.

3. COPYRIGHT PROTECTION

- (i) When using Image(s) for editorials, the Image(s) must bear the credit: "© NZ Digital Images – www.digital-images.co.nz".
- (ii) Image(s) larger than 640x480 pixels, in dimension and 72 DPI may not be published on any website or publicly accessible computer or otherwise made available for download without prior written consent from NZ Digital Images

4. PAYMENT TERMS

The Image(s) will not be delivered and no rights are granted to you until full payment is received. If paying by personal or bank cheque images will not be released until funds are cleared by our bank. You are accountable for all bank fees for payments made by foreign cheque or direct payment/transfer to our account.

5. REFUNDS

NZ Digital Images will provide a replacement or substitution if there is a technical problem with Image(s). NZ Digital Images is unable to offer monetary refunds once the Image(s) have been delivered or made available to download. NZ Digital Images does not warrant that the Image(s) will meet your requirements for any particular application. The Image(s) are provided "as is". The entire risk as to the performance and quality of the Image(s) is with the Client.

6. TERMINATION

You can terminate this Licence Agreement by destroying the Image(s) with any copies or archives. If at any time you fail to comply with or breach these Terms and Conditions then this Licence Agreement is immediately terminated and you may then be in breach of International Copyright Laws. If this occurs, you hereby agree to cease using the Image(s) for any purpose and you must destroy all copies and archives of the Image(s). You must also inform NZ Digital Images in writing that you have complied with these requirements.

7. INDEMNIFICATION

You agree to indemnify NZ Digital Images against all claims or liability arising out of or in connection with any breach of any of the terms of this Licence Agreement.

8. DISPUTES

The Disputes Tribunal or the District Court of the New Zealand Department of Justice (as the case may be) shall settle any disputes arising from this Licence Agreement.

9. DISCLAIMER

- (i) Except as specifically stated in our Terms and Conditions or as otherwise required by law, neither NZ Digital Images 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 your inability to use the Image(s) licensed from NZ Digital Images, whether or not we have been advised of the possibility of such damages.
- (ii) While NZ Digital Images takes reasonable care to correctly identify and caption the image(s), it does not accept any liability for loss or damage incurred by the Client or any third party caused by any errors or omissions.

10. VARIATIONS

- (i) Where any additional terms and conditions, are in contradiction to the standard terms and conditions the additional terms shall take precedence.
- (ii) You acknowledge that you have read this Agreement, understand it, and agree to be bound by its Terms and Conditions. No Terms or Conditions may be added or deleted unless made in writing and signed by both NZ Digital Images and the Client.