

## **ROYALTY FREE STOCK FOOTAGE**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BEYOND PROPERTIES PTY LTD. PLEASE READ IT CAREFULLY. BY ORDERING OR DOWNLOADING ANY ROYALTY FREE STOCK FOOTAGE IMAGE OR COLLECTION OF ROYALTY FREE STOCK FOOTAGE IMAGES FROM THE BEYOND VISION WEBSITE YOU AGREE TO BE BOUND BY THIS AGREEMENT.

BETWEEN:

A. Beyond Properties Pty Limited trading as Beyond Vision Moving Pictures of 109 Reserve Rd, Artarmon NSW 2064 ("Beyond"); and

B. You (the "Licensee" including up to ten employees)

### 1. Definitions:

For the purpose of this Agreement the following words have the following meanings:

"CD" means a device sent to the Licensee by Beyond including but not limited to a videotape, CD, DVD or other formats, so as to be capable by the use of that device:

(a) of being shown as a moving picture; or

(b) of being embodied in a work or subject matter so as to be capable by the exploitation of that work or subject matter of being shown as a moving picture; and includes the aggregate of the sounds embodied in a sound-track associated with such visual images.

the "Content" shall mean any photographic image, illustration, digital animation, film, video or visual images or soundtrack, accessed through the internet through Beyond's website [[www.beyondvision.com.au](http://www.beyondvision.com.au)] or embodied in a CD.

The Content includes any modification of the Content made pursuant to this agreement.

the "Licence Fee" means the sum to be paid or paid for the CD.

### 2. Grant of Licence:

On receipt of the Licence Fee, Beyond hereby grants the Licensee a non-exclusive, non-transferable licence to use and modify the Content subject to the terms of this agreement.

### 3. Term:

The term of this licence commences on the date Beyond receives the Licence Fee and, subject to this agreement, continues until the expiration of the copyright and such other rights in the Content.

### 4. Conditions of Licence:

The Licensee is permitted to use the Content in the following manner:

to include the Content into any work or subject matter made by the Licensee and to exploit that work or subject matter throughout the world in all media.

up to ten specific, named users to use the Content provided that all ten users are employed or under contract to you.

the making of modifications or derivative works of the Content.

The Licensee is not permitted to use the Content in the following manner:

use by more than ten specific, named users.

placement online in a downloadable format or use on a Website at a resolution greater than 72 dpi.

except where incorporated in a work or subject matter made by the Licensee, the Content may not be sold, rented, loaned, given, or sub-licensed.

Where the Content is incorporated in a work or subject matter made by the Licensee, the Licensee shall only sub-license the work subject to the sub-licensee being restricted from reselling or using the Content except as part of the work.

where an image within a shot is incidental ("Incidental Image") including but not limited to people and artistic works, use of that Incidental Image in a manner such that the Incidental Image is no longer incidental.

The Content may not be used in works and subject matter which are pornographic, obscene, or defamatory nor for any other unlawful purpose.

The Content may not be used as a trademark or service mark and further, may not be used in such a manner as to cause the likelihood of confusion or deception in the minds of the public as to the origin of goods or services.

Any backup or archival copy of the Content may not be used for any purpose other than to replace an original copy if it is destroyed or becomes defective.

#### 5. Copyright:

All right, title and interest in the Content is owned or controlled by Beyond and is protected by Australian copyright laws, international treaty provisions and other applicable laws. The interest in the Content acquired by you pursuant to this agreement is contractual only and does not create any proprietary interest in the Content.

#### 6. Disclaimer:

Beyond is not liable to you or any third party for any damages, including but not limited to any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use the Content. Except to the extent such warranties cannot be waived pursuant to the law, Beyond makes no representation or warranty as to the suitability of the Content for your intended use.

#### 7. Employee:

If you are entering this agreement in the course of your employment, you hereby enter this agreement as an authorised officer of your employer and hence the license granted and restrictions and limitations recited herein apply so that your employer is the licensee under this agreement and you are a representative of your employer. Should you cease working for your employer, your employer will continue to have the benefit of this agreement.

#### 8. Additional Users:

As a registered user of the Content you are eligible to acquire a licence extension that will allow use of the Content by more than ten users subject to the terms of a separate agreement. Please contact Beyond Vision for pricing and additional information.

#### 9. Termination:

On the breach of the terms of this agreement, this license automatically terminates. Upon termination, the Content must be returned to Beyond immediately, and you must make no further use of it nor keep any copies of it.

#### 10. Indemnity:

The Licensee indemnifies Beyond against any losses, expenses, cost or damages incurred by Beyond as a result of your breach of the terms of the Agreement.

#### 11. Governing Law:

This Agreement will be governed by the laws in force in the Commonwealth of Australia and the State of New South Wales and the parties to this Agreement submit to the non-exclusive jurisdiction of the Courts of New South Wales.

#### 12. Entire Agreement:

This Agreement contains the entire agreement between the parties and supercedes all prior understandings and/or agreements whether written or oral. Any amendment to the Agreement must be in writing and signed by both parties. If any provision of this Agreement is found illegal or unenforceable, the legality and enforceability of the other provisions of this Agreement shall not be affected. Your use of The Content must be in compliance with all applicable laws, including but not limited to laws and regulations relating to export, currency and moral rights.

#### 13. Interpretation:

All undefined terms have the meaning ascribed to them in the Copyright Act 1968 (Cth).