



License Agreement

1. GENERAL

- 1.1 This Licence Agreement governs the terms by which Stockbo Users obtain the right to use Stock Content provided by registered Users through the Services. This Licence Agreement applies to all Users providing or downloading Stock Content on the Site.
- 1.2 This Licence Agreement is in addition to the Terms and Conditions of Use applicable to the Site. In the event of any inconsistency between this Licence Agreement and the Terms and Conditions of Use, which is incorporated into this Licence Agreement by reference, the terms of this Licence Agreement shall govern.
- 1.3 This is an important legal document that establishes your rights and obligations with regards to any Stock Content downloaded from the Site. By clicking 'I AGREE', you accept the terms of this Licence Agreement and agree to be bound by its provisions.
- 1.4 All capitalised terms in this Licence Agreement have the same meaning as the definitions outlined in the Terms and Conditions of Use.

2. STANDARD LICENCE TERMS

- 2.1 By downloading Stock Content, the supplier of the Stock Content grants to you a perpetual, non-exclusive, non-transferable worldwide license to use the Stock Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it.
- 2.2 All other rights in and to the Stock Content, including, without limitation, all Intellectual Property Rights relating to the Stock Content, are retained by supplier of the Stock Content.

3. PERMITTED USE

Subject to the restrictions described under Prohibited Uses below, the following are Permitted Uses of Stock Content:

- (a) advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards



- and promotional postcards (i.e. not for resale or licence) up to 500,000 print copies;
- (b) entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations up to 500,000 print copies;
- (c) online or electronic publications;
- (d) prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above, up to 500,000 print copies, but not for resale, license or other distribution; and
- (e) any other uses approved in writing by Stockbo or the supplier of the Stock Content.

But not for resale, licence or other distribution, unless:

- (f) if the original Stock Content has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law; and
- (g) where the primary value of such transformed or derivative work is not recognizable as the Stock Content nor is the Stock Content capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Licence Agreement).

Any use of the Stock Content that is not a Permitted Use shall constitute infringement of copyright. If there is any doubt that a proposed use is a Permitted Use, you should contact Stockbo for guidance.

4. PROHIBITED USE

The following are Prohibited Uses. You may not:

- (a) use the Stock Content in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;
- (b) use or display the Stock Content on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products,



- including postcards, mugs, t-shirts, posters and other items;
- (c) use the Stock Content in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
 - (d) use any of the Stock Content as part of a trade mark, design, business name, service mark, or logo;
 - (e) incorporate the Stock Content in any product that results in a redistribution or re-use of the Stock Content (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Stock Content as an electronic file;
 - (f) use the Stock Content in a fashion that is considered by Stockbo as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory in nature, or that would be reasonably likely to bring any person or property reflected in the Stock Content into disrepute;
 - (g) use or display any Stock Content that features a model or person in a manner:
 - (i) that would lead a reasonable person to think that such person uses or personally endorses any business, product, service, cause, association or other endeavour; or
 - (ii) except where accompanied by a statement that indicates that the Stock Content is being used for illustrative purposes only and any person depicted in the Stock Content is a model, that depicts such person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the Stock Content, unless the Stock Content itself clearly and undisputedly reflects the model or person in such potentially sensitive subject;
 - (h) to the extent that source code is contained within the Stock Content, reverse engineer, decompile, or disassemble any part of such source code;
 - (i) remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Stock Content;



- (j) sublicense, resell, rent, lend, assign, gift or otherwise transfer or distribute the Stock Content or the rights granted under this Licence Agreement;
- (k) install and use the Stock Content in more than one location at a time or post a copy of the Stock Content on a network server or web server for use by other users;
- (l) use or display the Stock Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
- (m) use Stock Content identified as "Editorial Use Only", for any commercial, promotional, endorsement, advertising or merchandising use. For clarification, in this Licence Agreement "Editorial Use Only" of Stock Content means use relating to events that are newsworthy or of general interest and expressly excludes any advertorial sections (i.e. sections or supplements featuring brand and/or product names or sections or supplements in relation to which you receive a fee from a third-party advertiser or sponsor);
- (n) use the Stock Content for editorial purposes without including the following credit adjacent to the Stock Content [© Supplier of Stock Content Name].

If the Stock Content is reproduced on a social media platform or other third party website:

- (a) the rights granted by this Licence Agreement shall automatically be revoked in the event that the platform website seeks to exploit purported rights to the Stock Content contrary to the terms of this Licence Agreement; and
- (b) in such event, you shall remove any Stock Content from such platform or website.

5. EXTENDED USE

Notwithstanding the Prohibited Uses of the Stock Content, Users may be able to obtain rights to Extended Use of the Stock Content subject to the payment of additional fees. Payment of the additional fees entitles the Users to the following Extended Uses depending on the Extended License type purchased:

- (a) Unlimited Print License: use the Stock Content with unlimited print runs;



- (b) Products for Resale License: use the Stock Content in products for resale; and
- (c) Electronic Products for Resale License: use the Stock Content for electronic products for resale.

6. TERM

- 6.1 This Licence Agreement is effective until it is terminated. You can terminate this Licence Agreement by destroying the Stock Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Stock Content for any purpose. The Licence Agreement also terminates without notice from Stockbo if at any time you fail to comply with any of its terms.
- 6.2 Upon termination, you must immediately:
- (a) cease using the Stock Content and for any purpose;
 - (b) destroy or delete all copies and archives of the Stock Content or accompanying materials; and
 - (c) if requested, confirm to Stockbo in writing that you have complied with these requirements.

7. INFRINGEMENT

If you become aware that any Stock Content is subject to a threatened, potential or actual claim of infringement of another's right for which Stockbo may be liable, you must immediately and at your own expense:

- (a) stop using the Stock Content;
- (b) delete or remove the Stock Content from your premises, computer systems and storage (electronic or physical); and
- (c) ensure that your clients, printers or ISPs do likewise.

8. SUPPLIER WARRANTIES

The supplier of the Stock Content makes the warranties outlined under clause 7 of the Terms and Conditions of Use to the Users downloading the Stock Content.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1 In no event shall Stockbo be liable for any incidental, indirect, punitive, exemplary or consequential damages whatsoever, including damages for loss of profits,



interruption, loss of business information, or any other pecuniary loss in connection with any claim, loss, damage, action, suit or other proceeding arising out of or under this Licence Agreement, including but not limited to your use of, reliance upon, access to, or exploitation of the Stock Content, even if we have been advised of the possibility of such damages, whether the action is based in contract, tort (including negligence), infringement of Intellectual Property Rights, or otherwise.

- 9.2 Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.
- 9.3 You agree to indemnify, defend and hold Stockbo, its affiliates, and (if applicable) the suppliers of Stock Content harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Stockbo, its affiliates, and (if applicable) the suppliers of Stock Content as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Licence Agreement.

10. WRITTEN COMMUNICATIONS

- 10.1 By using the Site and Services, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site.
- 10.2 You acknowledge that all contracts, notices, information and other communication we may provide electronically comply with any legal requirements that such documents are in writing.
- 10.3 Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or 3 days after the date of posting any letter. As proof of service, it is sufficient that:
- (a) For letters, the letter was properly addressed, stamped and placed in the post; and
 - (b) For emails, the email was sent to the specified email address.

11. NO WAIVER



- 11.1 If we fail, at any time, to insist upon strict performance of your obligations under this Agreement, or if we fail to exercise any of the rights and remedies we are entitled to under this Agreement, this will not constitute a waiver of such rights or remedies and it will not relieve you from compliance with your obligations.
- 11.2 If we waive a default, it does not constitute a waiver of any subsequent defaults.
- 11.3 No waiver is effective unless it is expressly stated by us to be a waiver and is communicated to you in writing as per clause 9.

12. SEVERABILITY

If any court decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms. The rest of these Terms will continue to be valid.

13. ENTIRE AGREEMENT

- 13.1 These terms, and the documents expressly referred to in them, constitute the entire Agreement between you and Stockbo, and supersede all previous discussions, correspondence, negotiations, previous arrangements, understanding or agreement between us relating to the Services.
- 13.2 We each acknowledge that, in entering into this Agreement, neither of us relies on, and subsequently will have any remedies for, any representation or warranty that is not set out in this Agreement.

14. GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia, Australia and each party submits to the jurisdiction of the courts of Western Australia.