



REAL ESTATE IMAGE LICENSING

All customers, clients and end users are subject to the terms and conditions of Inverloch 3996 PTY LTD legal and copyright agreement, first published on the 3rd March 2017 at 2.25pm.

Image license agreement between Inverloch 3996 PTY LTD and the contracting client/agent including clients of contracting client.

SECTION 1 - IMAGE USE

1.1 This license is individual, non-transferable and non-exclusive. It gives you the agent the right to use the photographs on any type of medium, for any sort of utilization, such as for example the illustration of press articles, advertising, online use, as well as the right to carry out and form of reproduction, printed or digital, needed in what you intend to do with the photographs. This license is granted to you with a time limit based on the life of the individual property listing with the current contracting client (Vendor) or unless you should fail to respect one of its clauses.

1.2 The following uses are not authorized in compliance with the license granted to you here. Before any use in one of the following cases, it is mandatory to contact Inverloch 3996 PTY LTD in order to pay an additional license fee : For any use of the photographs in a third party product or if they are to be commercialized, of which they represent the main value, such as, reports, postcards and posters. For any billing activity through a commercial network, reproducing the whole or part of a photograph.

1.3 It is forbidden to resell, give a sub license, give, lend, sublet, distribute the whole or part of an image, whatever its size and resolution unless you are acting on behalf of a client as an advertising agent or similar. It is forbidden to use the photographs in a context which might be political, slanderous, immoral, offensive or degrading.

1.4 Inverloch 3996 PTY LTD certifies that it is entitled to all the commercial rights pertaining to the photographs.

1.5 All rights pertaining to the photographs are owned by Inverloch 3996 PTY LTD. The granting of this license does not imply transfer of ownership. The photographs are protected by the laws on royalty and copyright. You are therefor under the obligation to use the photographs like any other protected product.

any representation or reproduction, complete or partial, carried out without the consent of Inverloch 3996 PTY LTD may be considered a breach of contract.

1.6 All images provided by Inverloch 3996 PTY LTD to the listing agent are 100% owned by Inverloch 3996 PTY LTD unless otherwise stated. All images provided by Inverloch 3996 PTY LTD may have been captured using Inverloch 3996 PTY LTD staff, contractors or third parties. In the event that Inverloch 3996 PTY LTD uses a third parties's supplier will ensure that we have contractual right to license the images.

1.7 Inverloch 3996 PTY LTD may resell the image rights to third parties, other real estate agents or advertising agencies. The resale of image rights may only be completed once the current advertising campaign has ceased.

SECTION 2 - DISCLOSURE TO VENDORS, TENANTS, INVESTOR OR ANY ASSOCIATED PERSON (S)

2.1 In accordance with the terms of this agreement you must disclose to the client, vendor, tenant, investor or any associated person(s) involved with the property that this is being photographed that the images captured are bound by the image use agreement (section 1.1) and that all images captured or produced remain the property of Inverloch 3996 PTY LTD and may only be used for the life of the listing. This disclosure is normally indicated on the vendors advertising schedule and may or may not include this entire document. Upon request from a vendor or associated person this document may be presented.

2.2 The vendor, tenant, investor or any associated person(s) may obtain copies of the images for personal use only and must not reproduce, resell or redistribute those images for commercial purposes or for marketing use with another selling agent or marketing company. All copies provided will include a discreet watermark and digital security tag.

2.3 All photography bookings are a direct contract between Inverloch 3996 PTY LTD and the entity booking the job, such as the advertising agency or listing agent. The vendor, tenant, investor or any associated person(s) have no involvement in the contract between Inverloch 3996 PTY LTD and the listing agent and have no rights over any images unless specifically requested.

SECTION 3 - TERMINATION

3.1 The license contained in this agreement may terminate automatically without notice from Inverloch 3996 PTY LTD if you fail to comply with any provision of this agreement or fail to pay any accounts or monies owed. Upon termination you must immediately:

- (i) Stop using the digital photos; and
- (ii) Delete any digital photos and all copies of them from all digital media and destroy all

other copies or, on request of Inverloch 3996 PTY LTD

SECTION 4 - RESALE

4.1 Images may be resold to vendors or interested parties, resale of images can only be done where the original contracting client has given permission for the images to be re- distributed.

4.2 All images resales will incur an admin and re-license fee

SECTION 5 - GOVERNING LAWS

5.1 This agreement will be governed in all respects by the laws of Australia. The Courts of Australia shall have the non-exclusive jurisdiction to hear any disputes under this agreement. Notwithstanding the foregoing, Inverloch 3996 PTY LTD shall have the right to commence and prosecute and legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of Inverloch 3996 PTY LTD, such action is necessary or desirable.

SECTION 6 - FEES

All images and services are initially licensed at a subsidized single useage rate as set out in our current pricing schedule.

Some images can be resold at Inverloch 3996 PTY LTD's discretion

Image re-license fee per image - price range \$250-\$550 inc gst, depending on the image and subject to approval, full image sets can only be re-licensed as a full set with approval and the price is decided by Inverloch 3996 PTY LTD.

Image infringement, copyright and ownership transfer price range based on image, circulation and useage \$500-\$2000 per image.

SECTION 7 - UNAUTHORIZED IMAGE USEAGE

Inverloch 3996 PTY LTD hold the master copyright to all images, floor plans, 3D renders and graphics produced by Inverloch 3996 PTY LTD, Inverloch 3996 PTY LTD staff and Inverloch 3996 PTY LTD contractors. All images are provided to the client under license only.

Anyone, individual, company, corporation or entity using Inverloch 3996 PTY LTD's images without proper written authorization may be liable to costs associated with copyright, damages, loss of business, defamation of brand. In addition, images found being used in any unauthorized capacity will be subject to full copyright fees as set out in section 6 of this agreement.

SECTION 8 - BOOKING & CANCELLATION FEES

7.1 Cancellation of booking must be made 24 hours prior to the actual job date and time for real estate agents, for builders and one off projects 3 days notice for cancellation is required. Cancellations must be made in writing via email to admin@inverloch3996.com