



Stock Image License Agreement with MADCAT Photography

1. Introduction

This document is a legal agreement between:

You ("The Client").

and

MADCAT Photography ("MADCAT").

It describes the terms of the limited license agreement for the use of purchased MADCAT Photography images.

Please read this agreement carefully and feel free to discuss any issues or concerns you have with Dave or Maggie Catley at MADCAT Photography as soon as possible.

Any use of the supplied MADCAT Photography images by the client or its agents indicates acceptance of this agreement and all conditions contained within it.

2. Duration of Agreement

See allowed use below.

3. Allowed Use of Images & Specific Conditions

"The Client" is granted a non-exclusive, non-transferable, **single use**, limited license to use selected MADCAT Photography image(s) (see Appendix A) under **one** of the following conditions:

1. Digital Use (i.e. web sites, dvd slideshows, electronic documents) - 1 Year
2. Print up to A5 (i.e. brochures, mailouts, business cards) - 1 Year
3. Print up to A4 (i.e. brochures, mailouts, posters) - 1 Year
4. Print larger than A4 (i.e. brochures, posters, banners, signs) - 1 Year
5. Digital Video (i.e. video, television, cinema) - 1 Year
6. Print on a Publication Cover (i.e. book cover, CD / DVD cover) - 1 Year
7. Corporate Use (i.e. logos, letterheads, corporate branding) - 5 Years
8. Commercial Use (i.e. product label, product component) - 5 Years

4. Conditions of Sale

Conditions of sale of MADCAT images are:

1. After the end of the agreement (see above) the client must seek a new licence with MADCAT Photography to continue using the image.
2. All images are copyright MADCAT Photography.
3. "The Client's" rights to use the supplied MADCAT image(s) are conditional upon full payment being received by MADCAT Photography at a rate previously agreed.
4. This document must always accompany any MADCAT images when moved to a new storage location or distributed to agents of the client.
5. MADCAT images may never be used in such a way that it is stated/implied that MADCAT Photography (or Dave Catley) is not the legal owner, copyright holder or photographer.
6. MADCAT images should not be passed on to other parties (except where that party is an agent of the Client using the image on the behalf of "The Client") or used for any other purpose than that previously agreed with MADCAT Photography.

7. Any third party receiving any MADCAT images should be instructed to delete all MADCAT images once they have completed their task.
8. MADCAT images should not be modified without prior permission from MADCAT with the exception of cropping, the addition of a copyright notice if appropriate or overlaid text.
9. MADCAT images may not be resold in any format or on any printed media.
10. MADCAT images should not be used to create (or as any part of) commercial products without the prior written permission of MADCAT Photography.
11. MADCAT images may not in any way be used in the Client's products or services in competition with MADCAT Photography products and services.
12. MADCAT images may not be used as a part of a company logo or corporate branding without the prior written permission of MADCAT Photography.
13. MADCAT images may not be used in any way that depicts the subject matter of the image (be it a person, an animal or a location/scene) in a defamatory, inflammatory, offensive, unlawful way or otherwise inappropriate way.
14. You agree to indemnify and hold MADCAT, its employees, directors and suppliers harmless against any damages or liability or any kind arising from any use of the photographs other than the uses expressly permitted by this Agreement.
15. Neither MADCAT or any of its directors and employees shall be liable for any damages, whether direct, indirect, consequential, or incidental, arising out of the use of, or the inability to use, any photograph or photographs.

This Agreement shall be governed by the laws of Australia.

MADCAT makes no representations or warranties whatsoever as to the legality or validity of any Release associated with a photograph.

MADCAT makes no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or works of art depicted in any photograph.

You must satisfy yourself that all necessary rights, consents or permissions as may be required for Reproduction of any photograph have been secured by you.

5. Contact Details

MADCAT Digital Design Pty. Ltd. (trading as MADCAT Photography)

Maggie Catley

PO Box 180, Quinns Rocks WA 6030

Tel: 08 9305 2312

Mobile: 0419 969 646

Email: maggie@madcat.com.au

Web: www.madcat.com.au