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- I. **Employer or client** - If purchasing on behalf of an employer or client, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement.

The licencing agreement allows the usage of the content for one client/project only. You are required to re-purchase the content for each additional project and/or client.

- II. **Subcontractors** - You may allow subcontractors (for example, printer, mailing house or distributor) to use the content on your behalf. You represent and warrant that you have full legal authority to bind your subcontractor to the terms of this agreement. Subcontractors may not use this content for any other purpose.

You may use content in any way that is depicted in the following terms. Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by Coastal Media are listed below. If the Standard, Extended or Exclusive Image licences do not grant the rights you require please contact the Production department at Coastal Media on +612 6651 6666 (Australia).

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 1. As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), email marketing and in online media (including on video sharing services such as YouTube, Dailymotion, Vimeo, etc.);
 2. Printed in physical form as part of product packaging and labelling, letterhead and business cards, point of sale advertising, CD and DVD cover art, or in the advertising and copy of tangible media, including magazines, newspapers, and books, provided no image is used with the intent of metropolitan advertisement or exceeding 15,000 copies;
 3. Incorporated into film, video, television series, advertisement, or other audio-visual productions for distribution in any medium now known or hereafter devised, without regard to audience size, provided the budget for any such production does not exceed AUD \$10,000;



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 1. Large scale formats, including, but not limited to, buildings, internal office walls, billboards and buses;
 2. No restriction on the number of reproductions, impressions or budget of projects or merchandise intended for sale or promotional distribution (collectively "Merchandise"), including, but not limited to: textiles, artwork, magnets, wall-art, calendars, toys, stationery, greeting cards, and any other physical reproduction for resale or distribution, provided that such Merchandise incorporates other creative material or functional elements in addition to the image(s);
 3. In wall art (and without requiring further creative or functional elements) for decorative purposes in a commercial space owned by you or your client, and **not for sale**;
 4. Incorporated as elements of digital templates for sale or distribution.
 - iii. AN **EXCLUSIVE IMAGE LICENCE** grants you the right to use images in any manner permitted under an EXTENDED Image Licence, with the addition of:
 1. Exclusive and perpetual rights to the use of the image, commencing upon full payment.

PLEASE NOTE: The additional cost of this licence can be obtained only on enquiry and is subject to the number of times the image has been purchased previously under a NON-EXCLUSIVE licence. Once an image is purchased along with an EXCLUSIVE licence the image will be removed from our stock library and will no longer be available for purchase. Coast Stock is unable to cease any prior contracts and usage of the image for any party who has previously been granted a NON-EXCLUSIVE image licence.

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YOU MAY NOT:

- i. Use Visual Content in a manner other than those expressly provided by the licence you purchased with respect to such Visual Content;
- ii. Use Visual Content, or portray any person depicted in Visual Content (a "Model") in a way that a reasonable person would find offensive, including but not limited to, depicting the Visual Content or a Model:
 1. in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like;
 2. in connection with the advertisement or promotion of tobacco products;

3. in a political context, such as the promotion, advertisement or endorsement of any party, candidate, or elected official, or in connection with any political policy or viewpoint;
 4. as suffering from, or medicating for, a physical or mental ailment;
 5. engaging in immoral or criminal activities;
- iii. Modify Visual Content in a manner that changes, or appears to change, the context of what is depicted;
 - iv. Re-sell, re-distribute, provide access to, share or transfer any Visual Content except as specifically provided herein;
 - v. Use Visual Content in a manner that infringes upon any third party's trademark or other intellectual property or would give rise to a claim of deceptive advertising or unfair competition;
 - vi. Use any Visual Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof;
 - vii. Falsely represent, expressly or by way of reasonable implication, that any Visual Content was created by you or a person other than Coastal Media.

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The licensee may request to cancel the licence; however, any refunds will be solely through Coast Stock's discretion and on a case-by-case basis.

Cancellation by Coast Stock, or a cancellation request by the licensee, must be done so in writing.

Coast Stock reserves the right to pursue legal action for any misuse of Visual Content.

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Perpetual - there is no expiration or end date on your rights to use the content.

Non-exclusive - Coast Stock can licence the same content to other customers. If you would like to purchase an image for exclusive use you will need to purchase EXCLUSIVE IMAGE LICENCE.

Sub-licence – A licence granted by a licensee, which extends to a third party.