

## **Brad's Water Balance (freshwater-images.com) Licence Agreement. Version: 20180706**

This is an agreement between you, the purchaser, and Brad's Water Balance, the seller. The following conditions apply to your purchase of a digital image (the image) or product (e.g. fridge magnets, mugs, prints, etc. derived from the image) from freshwater-images.com:

1. Images are only licensed to you for the purpose specified during your purchase, and noted on your tax invoice from Brad's Water Balance. With regard to the specified purpose, marketing use includes any use in advertising, marketing, or brand promotion.
2. A copy of this licence agreement, as provided by Brad's Water Balance when you purchase an image, must be retained in the same location as any stored copies of the digital image.
3. Images can be cropped, re-sized or otherwise manipulated as required by the purchaser.
4. Images are not to be used unlawfully.
5. Images are not to be used for pornography.
6. Licences are not transferrable to others. Where the purchaser is a company or organisation, the licence is transferrable to other individuals for use within that same company or organisation.
7. Licences are provided in perpetuity.
8. Licences are worldwide.
9. Copyright must be attributed to freshwater-images.com within close proximity to the image. Where copyright has been legibly displayed in close proximity to the image, moral rights (i.e. image attribution to the photographer) will be considered by Brad's Water Balance to have been suitably attributed. Close proximity means that the attribution can be seen alongside or directly underneath the image.
10. Unless otherwise stated on your tax invoice from Brad's Water Balance, or unless agreed in writing with Brad's Water Balance:
  - a. images and products may not be re-sold to others for commercial purposes, including any derivative products where the image is a main feature of that derivative product, such as in calendars, postcards, key chains, posters, photo prints, wall art, etc.
  - b. images may not be used in articles, lists or guides about waterfalls, swimming holes, ocean pools, splash parks, water towers or water textures, or in city, town, region, activity, event, travel or entertainment guides of any kind, including both commercial and non-commercial uses
  - c. where these conditions have been breached, a licence fee of AUD\$975 including GST will apply, plus AUD\$975 including GST for any accompanying breach of moral rights, with a licence backdated from the date of infringement to the date of settlement, but not beyond. This clause overrides clause 7 above.

If you would like to request an amendment to this licence agreement, either before or after your purchase, please contact Brad's Water Balance via the freshwater-images.com enquiry form located on freshwater-images.com.