

Terms and Conditions

SkyStock Pty Ltd

1. General

The website at <https://skystock.net> is a website (Site) where you can browse, select, license and download digital content (Content) advertised and described by SkyStock Pty Ltd (ABN 81619103374) (SKYSTOCK). Please read this Agreement before accessing, using or downloading Content from the site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site. By accessing or using the Site, including downloading Content from the Site as a licensee you acknowledge and accept the terms and conditions of this Agreement.

The Content on the Site is protected by international copyright laws. All orders for content constitute orders for licenses only. No order for any Content constitutes the transfer of any right, title or interest in or to any ownership of all or any part of any Content which shall always remain the property of the original creator.

2. Disclaimer

The information contained in this Site and the Content is provided in good faith on an "as is" basis. SKYSTOCK does not represent or warrant to the reliability, accuracy or completeness of the information contained on this Site and in the Content. As regards any licensee, it is up to the licensee to check that if releases are required that they exist and if they do exist that they satisfy the legal requirements for the project by the end user.

3. Site Intellectual Property

You acknowledge and agree that the copyright in the Site, the Content, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the Content and materials on the Site (Content) are owned by or licensed to SKYSTOCK.

You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public Content without our prior written consent.

You must not frame or embed in another website any of the Content appearing on this site without our prior written consent.

You may store a reproduction of the Content on this site on your local computer for the sole purpose of viewing the Content; and print hard copies of the content for the sole purpose of viewing and purchasing Content but not for any other use, including commercial use.

This Site, the Content and any ancillary materials or documents owned or used by SKYSTOCK in connection with the sale of licensed Content and promotion of its business may contain registered trademarks which are protected by law and other branding, images, content which constitute the intellectual property of SKYSTOCK. You must not use any of the marks or trademarks appearing on the Site and/or on or within Content or our name or the names of our related bodies corporate or any of our intellectual property without our prior written consent.

4. Viruses

SKYSTOCK does not claim that any information, files or Content obtained from, through or in connection with this Site is free from viruses or other faults or defects. You are responsible for scanning any information, files or Content for viruses.

You agree that SKYSTOCK has no responsibility or liability to you or any other person for any loss or damage (whether direct, indirect, consequential or economic), regardless of cause, negligence or otherwise, which may be the direct or indirect result of any virus, fault or defect transmitted from, through or in connection with the Site or the Content. In any event, if SKYSTOCK is found to be liable this will be limited to the cost of supplying the information, files or Content again.

5. Registration

You may complete a customer registration process through the Site if such process is made available to you. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy contained on the Site.

6. Placing an order for content

You may order Content from the Site by selecting and submitting your order through the Site in accordance with this Agreement.

We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site. You agree to provide us with current, complete and accurate details when asked to do so by the Site.

7. Acceptance or rejection of an order for content

SKYSTOCK reserves the right to accept or reject your order for any reason, including (without limitation) if the requested Content is not available, if there is an error in the price or the Content description posted on the Site or in your order.

Each order placed for Content through the Site or any other means which we accept results in a separate binding agreement between you and SKYSTOCK for the license of that Content. For each order accepted by us, we will supply the Content to you in accordance with this Agreement.

If we reject an order, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

8. Cancelling an order (by SKYSTOCK)

SKYSTOCK may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if the requested Content is not available; or there is an error in the price or the Content description posted on the Site; or the order has been placed in breach of this Agreement.

9. Cancelling an order (by you)

Orders may not be cancelled by you once submitted via the Site. Should you wish to correct your delivery or contact details, please contact us at info@skystock.net and we will endeavour to assist you.

10. Delivery of content

Delivery will occur via electronic means in the manner SKYSTOCK deems appropriate in its sole discretion. This may include, without limitation, delivery by way of SKYSTOCK making a download link available to you to download the Content to your computer or similar device. You may also receive an activation key or similar product license descriptor via a separate communication which may be required to activate or use the Content. For the avoidance of doubt, delivery will

be completed and SKYSTOCK's obligations in respect thereof satisfied upon SKYSTOCK making the Content available.

You are responsible for all costs and expenses associated with downloading, installing, running, accessing or using the Site, its services and any Content you license, including, without limitation, any costs associated with computing hardware, maintenance, server and data storage and internet access.

11. License

All Content on the Site may be downloaded under the chosen license at time of purchase. You are responsible for entering accurate information on how the Content will be used. Any questions on licensing shall be directed to info@skystock.net.

12. Restrictions and limitations of use of downloaded content

You must only use the Content as dictated by this Agreement and as described in the license. You must not sell, redistribute, give, assign, make available for free or paid download or by any other electronic or mechanical means, the whole or portion of the Content for which the license was purchased.

You must not allow the Content to be uploaded to any free or paid social media or file-sharing websites such as but not limited to Flickr, YouTube, Vimeo, Facebook etc. unless the license expressly grants such use.

You must not use any Content that is designated as "editorial use only" for commercial purposes or use the Content in any a way that might infringe upon the copyright or service marks presented and/or shown in the Content. The Content will not be altered or used in a way that would imply a relationship or an endorsement by the copyright or service mark owner within the Content.

You must not use the Content or any portion of the Content within a logo, trademark, brand, emblem or service mark without written permission from SKYSTOCK or use stills or screen captures derived from footage except in context with the intended end use.

You must not use the Content any way that competes with the business of SKYSTOCK, or make any claim to or falsely represent ownership of the Content.

Upon any expiry of a license period, all working and backup copies of the Content shall be erased and/or destroyed.

Any restricted use of the Content shall be considered as copyright infringement. You shall be liable for all damages caused by copyright infringement, including any claims made by third parties. SKYSTOCK reserves the right to recall and/ or terminate your license of any Content if you have used Content in manner considered as copyright infringement.

13. Allowances

You can make backup copies of the digital Content downloaded providing that this Agreement resides with the Content.

14. Your obligations

While it is not SKYSTOCK's intent to monitor your online communications to the Site, SKYSTOCK reserves the right to remove any content that we become aware of and determine to be harmful, illegal or in breach of copyright laws or privacy laws. You may not use the Site or all or part of any Content for any unlawful activity nor for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes.

You covenant and warrant that:

- a. all information and data provided by you to SKYSTOCK (including billing and contact details) or otherwise is true, accurate, complete and up to date;
- b. any person receiving, accessing or using the Site or the Content is authorised by you to do so;
- c. you have and will comply with all relevant laws relating to your use of the Site, the Content and your placement of any order to us;
- d. you will ensure that any log in information and password that is used to access the Site or the Content and the details of any account is kept in a safe and secure manner;
- e. you will promptly notify SKYSTOCK if you are or become aware that there is or has been an unauthorised use of any of your account, or any other security breach relating to any account;
- f. you are responsible for any costs associated with your access to or use of the Site and any Content including Internet access fees;

g. you are responsible and liable for any person that uses your user access details and/or password to order Content through the Site; and

h. you agree that we may charge you for all Content that we agree to supply to you that has been ordered by you or using your account through the Site.

You must not:

a. use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;

b. make fraudulent or speculative enquiries, orders or requests through the Site;

c. use another person's details without their permission or impersonate another person when using the Site;

d. post or transmit to the Site any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;

e. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;

f. modify, adapt, translate or reverse engineer any portion of the Site;

g. remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;

h. reformat or frame any portion of the web pages that are part of the Site;

i. use the Site to violate the security of any computer or other network or engage in illegal conduct;

j. tamper with or hinder the operation of the Site, or the Content nor knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;

k. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure; and

l. use the Site or the Content other than in accordance with this Agreement.

15. Payments, fees and charges

The fee to purchase a licence for Content, delivery and other charges displayed on this Site are current at the time of issue, however, SKYSTOCK reserves the right to change the fees at any time before an order is accepted from you.

All fees and charges shown on the Site and identified in this Agreement are in Australian Dollars (AUD) and are inclusive of GST (if required).

An order by you to purchase a license for Content constitutes an offer by you to purchase such license for the license term, fee and other conditions described in this Agreement, on the Site, or otherwise made known to you upon informing you about the Content.

On ordering a licence for Content and/ or registering to access or use the Site, you will be required to supply payment information to SKYSTOCK (or an authorised billing representative of SKYSTOCK). This payment information may include, for example, credit/debit card or bank account details (Payment Details). All Payment Details supplied to SKYSTOCK will be retained and used by SKYSTOCK in accordance with this Agreement and the SKYSTOCK Privacy Policy available on the Site. You must ensure that the Payment Details you supply are correct and complete. Failure to pay any fee as and when due to SKYSTOCK under this Agreement may result in your licence and/or your account being suspended or terminated. You agree to pay SKYSTOCK upon demand all of SKYSTOCK's fees, costs and expenses it occurs in connection with any failed payment, including the recovery thereof from you.

In ordering any Content, you agree to pay SKYSTOCK the applicable fee for the Content as outlined on the Site or as otherwise notified to you in advance of your order (Order Fee). You authorise SKYSTOCK (and/or any third party payment processor of SKYSTOCK from time to time) to charge and deduct the Order Fee from you using the Payment Details.

Order Fees are payable in full prior to downloading the Content. Once payment is received by SKYSTOCK a refund cannot be given to you unless SKYSTOCK agrees in writing the purposes for the refund. Refunds will be issued in the same manner as the Order Fee is paid and can take up to 30 days to complete.

All amounts owed to SKYSTOCK under or in connection with this Agreement constitute debts due and payable by you to SKYSTOCK until paid in full. You must pay all amounts due to SKYSTOCK without

set-off, deductions counter-claims or conditions; and in available cleared funds. If an amount due under this Agreement is paid after the due date you must pay SKYSTOCK, in addition to the overdue amount interest at the rate of 10% per annum calculated based on a 365 day year from the date of the default until the date the amount (together with all accrued interest) is paid in full; and all costs and expenses incurred by SKYSTOCK in collecting the overdue amount.

16. Termination

SKYSTOCK may terminate this agreement in its sole discretion at any time. Without qualifying the foregoing, SKYSTOCK may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account and any Content if SKYSTOCK suspects that you have committed a fraudulent act and/or you have, or you intend to, breach this Agreement.

Any termination by SKYSTOCK in circumstances where you are not in default of your obligations under this Agreement will take effect at the conclusion of the then current Licence Term.

Any termination by SKYSTOCK in circumstances where you are either in material default of your obligations under this Agreement, or are in default of a non-material obligation which you fail to remedy within five days of being notified of the default by SKYSTOCK, will be of immediate effect.

In the event a licence and/or any agreement arising under or in connection with this Agreement is terminated, SKYSTOCK may take such steps as it deems necessary to ensure you cease using or accessing, or having any ability to use or access, the Site and/ or any Content, including but not limited to revoking your licence and blocking your access.

17. Warranty and limitation of liability

SKYSTOCK warrants that it has been granted all necessary permission and rights by Contributors to grant licenses as set forth in this agreement.

Neither SKYSTOCK nor its Contributors shall be liable for any damages or costs arising from the modification of any Content by or for the end user.

SKYSTOCK makes no warranties and does not grant any rights to the use of trademarks, service marks, logos, people, or copyrighted art or buildings unless supplied with a specific model or property release for that person or property.

SKYSTOCK does not warrant or represent the suitability of the Site or the Content for any purpose. To the extent permitted by law, SKYSTOCK is not liable to you for any direct, indirect and consequential loss and damages arising in any way (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to the Site or the Content including, but not limited to for errors in, or omissions from, the information in this Site and/or the Content.

Any liability to you for loss or damage of any kind arising out of this Agreement, the Site and/ or the Content or in connection with the relationship established by any of them is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

In any event, SKYSTOCK's liability under any warranty and whether in negligence or not, shall not exceed the price of the order fee paid by you.

18. Indemnity

You and any licensee assume all responsibility for your use of the Site and the Content supplied by SKYSTOCK and indemnify and hold harmless SKYSTOCK, its contributors, and any of their assigns, agents or employees against any claims, lawsuits, damages, and expenses (including but not limited to reasonable solicitor's fees) resulting from a failure to abide by any restriction of the use of the Site or the Content or by any unauthorised use of the Site or the Content, or any claim made by a third party related to the use of the Site or the Content by you, any licensee or end user, customers or anyone acting on your behalf.

Failure to secure relevant releases by you is considered a breach of this agreement and any intellectual property rights, for which you will be solely liable for and for which you shall indemnify and hold harmless

SKYSTOCK, its contributors, and any of their assigns, agents or employees.

19. Amendments

SKYSTOCK may change this Agreement at any time, and such modifications will be effective as soon as they are posted on this Site. By continuing to access or use the Site and/or by downloading Content from the Site as a licensee, after this Agreement has been modified, you agree to be bound by the changes to this Agreement.

If you have placed an order for a licence of Content that has been accepted by us, the terms and conditions of this Agreement that will apply to that order are the terms and conditions that applied at the time you placed the order on the Site.

20. General provisions

If you are entering into this Agreement on behalf of your employer, client or other entity, you warrant and guarantee that you have the full right and authority to do so. If you do not have such authority, all your Site activity (including the downloading of any Content) will be considered a breach of this Agreement.

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

This Agreement is governed by the laws of the State of Queensland and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

21. Privacy policy and your personal information

You may refer to the SKYSTOCK Privacy Policy available on the Site.

In this Agreement:

“**Contributor**” is anyone who enters into an agreement to provide Content to SKYSTOCK.

“**GST**” has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

5th December 2018