

PHOTO LICENSING (LICENSE) AGREEMENT

Terms and conditions for purchase of the images displayed on the Motorcycle Photography website.

1. License. Photographer hereby grants to the purchaser a non exclusive, limited license to use purely private use only.

2. Ownership of Photos. Photographer remains, the sole and exclusive owner of all images. Except as expressly provided in this Agreement, Photographer reserves all rights and licenses not expressly granted in this Agreement.

3. Definition of Purely Private Use. The purchaser may use the photos within the boundaries of their property and for non-social media use such as screen savers etc. ACU license holders wishing to use the images for publicity / social media should contact Motorcycle photography directly. Under normal circumstances there will be no extra charges applied.

4. Restrictions on Use. The purchaser will not use the images for any of the following purposes:

(A). No Products for Resale. The purchaser will not use the images on any goods or products.

(B). No Alterations. The purchaser will not electronically alter the images with the exception of cropping.

(C). No Sublicenses. The purchaser will not sublicense any of the images.

(D). No Unlawful Use. The purchaser will not use the Photos in any unlawful manner.

(E). No Standalone File Use. Purchaser will not use the Photos in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.

(F). No Use in Trademark or Logo. The Purchaser will not use the Photos in any trademark, design, logo or other mark.

5. Indemnity. The Licensee indemnifies and holds harmless the photographer against all claims, liability, damages, costs and expenses stemming from a breach of this agreement, the use of the image, your failure to abide by any restriction regarding the use of an image, or any claim by a third party related to the use of the image.

6. Warranty and Liability. The image is provided with no warranty regarding the suitability of the image for any purpose. The photographer is not liable to the client or any person or entity for damages, costs or losses stemming from any use of this image.