

## Licensing Terms & Conditions

*The use of any footage from this site is subject to the obtaining by the end user of a specific licence from us incorporating the following terms:*

### 1. Licence

Upon payment of the Licence Fee, Licensor grants Licensee a specific one off licence ("the Licence") to utilise the Footage in the Territory during the Term for the Permitted Use only, on the terms set out in this licence agreement.

### 2. Rights Granted

The Licence granted in this agreement allows Licensee to:

- Reproduce the Footage, solely to the extent explicitly stated in this Licence.
- Utilise the Footage in any production process as may be required by the Licensee for the Permitted Use of the Footage.

### 3. Copyright

Copyright in the Footage is owned by Licensor and other than the licence rights granted in this agreement all rights in the Footage remain the property of Licensor.

### 4. Assignment

Licensee must not assign the Licence to any other party or allow any other party to use the Footage except as necessary for the use of the Footage as permitted in this Licence.

### 5. Termination

The Licence granted under this agreement, and Licensee's right to use the purchased Footage will automatically terminate in the event of any breach by Licensee of the terms of this agreement and Licensee will be required to destroy all copies of the Footage it has in its control or it has produced. The Licensee's rights under this Licence shall immediately terminate upon the Licensee's cessation of business, insolvency, assignment of assets for the benefit of creditors, bankruptcy or appointment of a trustee for all or a portion of the Licensee's assets or if the Licensee engages in any conduct prejudicial to the Licensor. Any terms in this Agreement that by their sense and context are intended to survive the termination of this Agreement shall survive such termination. Any cause of action that the Licensor may have against the Licensee for breach of this Agreement prior to the date of termination shall survive such termination.

### 6. Indemnity

The Licensee will indemnify the Licensor from, and against any and all claims, demands, suits, damages, liabilities and all reasonable expenses, including legal fees incurred by the Licensor with respect to any matter that arises as a result of a breach of this agreement by the Licensee.

### 7. Injunctive and Other Equitable Relief

The Licensee agrees that the remedy at law for any breach or threatened breach of this Licence by the Licensee may, by its nature, be inadequate, and that in such case the Licensor will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance and other appropriate equitable relief, without showing or providing that any monetary damage has been sustained.

### 8. Warranty

No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Footage except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract. The Licensee shall be deemed to rely upon its own judgment as to the nature and quality of the Footage and their suitability for its purposes and not upon any representation made by the Licensor, its servants or agents either orally or in writing (including any advertisements). The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Licensee acquires Footage from the Licensor for the purposes of a business in terms of section 2 and 43 of that Act.

### 9. Limitation on Liability

The Licensor shall not be liable for:

- Any loss or damage of any kind whatsoever, arising from the supply of Footage by the Licensor to the Licensee, including consequential loss whether suffered or incurred by the Licensee or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Footage provided by the Licensor to the Licensee; and
- The Licensee shall indemnify the Licensor against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Licensor or otherwise, brought by any person in connection with any matter, act, omission, or error by the Licensor its agents or employees in connection with the Footage.

Any liability on the part of the Licensor in any case of defect or fault shall be limited to the Purchase Price of the Footage and there shall be no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising.

### 10. Jurisdiction

This agreement shall be governed by the laws of New Zealand and subject to the jurisdiction of the High Court of New Zealand. Failure by the Licensor to enforce any of the terms and conditions contained in this Licence shall not be deemed to be a waiver of any of the rights or obligations Licensor has under this Licence. If any provision of this Licence shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

### 11. Credit

When incorporating the Footage in film features, broadcast productions, or video products, the Licensor requests a credit line that reads "wowstockfootage.com". The Licensee shall provide Licensor with a copy of any work made under this Licence incorporating the Footage. The Licensee hereby grants the Licensor the right to display any derivative works that incorporate the Footage for the Licensor's marketing and promotional purposes. The Licensor will identify the Licensee as the author of such derivative work.

### 12. Execution

This Agreement may be executed in any number of counterparts (including facsimile copies). All counterparts of this Agreement taken together will be taken to constitute one agreement.