

GeoSnapShot Terms and Conditions

The following document outlines the terms and conditions of use of the GeoSnapShot website ("Terms and Conditions").

Before buying or selling items through GeoSnapShot or using the GeoSnapShot website you are required to read, understand and agree to all these Terms and Conditions. You may only use GeoSnapShot and buy or sell items through GeoSnapShot after thoroughly reading, understanding, agreeing and accepting all of the Terms and Conditions.

1. Definitions

The web pages and all linked web pages available at www.geosnaphot.com (the Site) and all web pages associated with the Site are owned and operated by GeoSnapShot Pty Ltd (ABN: 62 163 982 189) (the Company) a company registered in NSW, Australia. By buying and selling on the Site you are agreeing to be bound by the Terms and Conditions laid out here within.

If you disagree with any part of the Terms and Conditions laid out here within you may not buy or sell on the Site.

With regard to these Terms and Conditions and the Site "Media Material" can constitute photographic, video and any other electronic information in whatever digital format it is presented in.

These Terms and Conditions constitute a legal bond between people who upload Media Material for sale through the Site ("the Seller") and people who purchase Media Material through the Site ("the Buyer") and anyone who uses GeoSnapShot ("the User").

The Site facilitates the sale of Media Material between the Seller and the Buyer. By accessing the Site, being a User of the Site, or using any services available on the Site you are agreeing to be bound by these Terms and Conditions. If you disagree with any part of the terms then you may not access the Site.

2. Changes to Terms and Conditions

The Company reserves the right, at its sole discretion, to modify or replace the Terms and Conditions at any time.

If the Terms and Conditions do change they will be sent to you via your registered email address. They will also be available to be viewed when you log into the Site.

You are deemed to have accepted any alterations in the Terms and Conditions after they have been sent to you. If you disagree with the changed Terms and Conditions you must stop using any and all aspects of the Site immediately. You should immediately contact the Company, via the contact area of the Site, and request that your registration is removed from the Site.

3. Description of the Site

The Site enables people to register and upload Media Material to the Site for the purpose that anyone, who has access to the internet, can choose to view and/or purchase Media Material from it from time to time. The Site also allows for people to comment, share links to and create favourites lists of the Media Material, in this way the Media Material is shared with any number of viewers via social media, email other mass distribution mechanisms.

The Media Material that is viewed and shared is in a lower quality or format to that of the original. The original content is accessible after the Buyer successfully purchases the Media Material.

Your access to or usage of the Site may be interrupted or unavailable from time to time as a result of planned or unplanned maintenance, repair, updating and malfunction of equipment, human error or misjudgement. The Company reserves the right to suspend or discontinue the availability of the Site and/or any Media Material on the Site and/or any service on the Site and/or remove any function of the Site and/or restrict access to any area of the Site without notice or liability.

The Site should not be used as storage for your Media Material and no liability will be accepted for loss, damage, misrepresentation, deletion or removal of your material from the Site.

4. Sellers

By selling Media Material through the Site you have understood, accepted and are bound by all these Terms and Conditions.

For clarity you have also read, understood and accepted all the Terms and Conditions laid out for the Buyer.

4.1. Registration

As a condition to using the Site you must:

4.1.1. Register with a valid email address and password. Your registered email address will be used to validate your account and communicate with you if necessary;

4.1.2. You may not use as an email address of anyone other than yourself;

4.1.3. You must be above the working legal age in your state/country of residence to register for the Site. Parents and legal guardians are warned that the Site does display photographs and images containing nudity and violence that may be offensive;

4.1.4. You may not use names for email addresses, albums or Media Material that is otherwise offensive, vulgar or obscene;

4.1.5. You are responsible for maintaining the confidentiality of your password and you are responsible for all activities resulting from the use of your password and conducted through your account.

By registering for the Site you are agreeing to all of the Terms and Conditions set out within this document and available from the registration page.

If you do not agree with the Terms and Conditions do not register for the Site and stop using the site immediately. Use the contact information to ask for your registration details to be removed.

4.2. Uploading Media Material

All Media Material uploaded or otherwise submitted to the Site is the sole responsibility of the Seller from which such Media Material originates and you acknowledge and agree that you, and not the Company and/or the Site, are entirely responsible for all Media Material that you upload or otherwise submit to the Site.

The Company and/or the Site does not control user submitted Media Material and, as such, does not guarantee the accuracy, integrity or quality of such Media Material.

As a condition of use, you promise not to use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions, or any other purpose not reasonably intended by the Site. By way of example, and not as a limitation, you agree not to use the Services:

4.2.1. To upload or post copyrighted Media Material which doesn't belong to you and where the copyrighted for the Media Material is not owned wholly and solely by you;

4.2.2. To upload, post, transmit, promote or sell Media Material of another person;

4.2.3. To abuse, harass, threaten, impersonate or intimidate any person;

4.2.4. To upload, post or transmit, or cause to be uploaded, posted or transmitted, any Media Material that is libellous, defamatory, obscene, pornographic, abusive, offensive, profane, is deemed by the Site or the Company as inappropriate or that infringes any copyright or other right of any person;

4.2.5. For any purpose (including posting or viewing Media Material) that is not permitted under the laws of the jurisdiction where you use the Site;

4.2.6. To upload, post or transmit, or cause to be uploaded, posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any user;

4.2.7. To create, upload or transmit unwanted 'spam' to any person or any URL;

4.2.8. To create or hold multiple accounts;

4.2.9. You will not use any robot, spider, scraper or other automated means to access the Site for any purpose without the Company express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;

4.2.10. To sell or otherwise transfer your profile.

By uploading Media Material to the Site the Seller has accepted these Terms and Conditions and agrees to the following conditions:

4.2.11. The Seller owns the exclusive copyright to Media Material and the Media Material is original and owned by the Seller;

4.2.12. The Seller is offering the Buyer, the Site, the host and the Company a non-exclusive, transferable, fully paid world-wide license (with the right to sublicense) to the Sellers Media Material;

4.2.13. In exchange for the non-exclusive license outlined above the Buyer will pay the Seller the nominated fee for the Media Material less any costs from the host or other parties. The license fee terms are laid out in "License Fee and Payment Terms";

4.2.14. The Site and/or the Company may choose to promote Media Material on the Site from time to time and as such may offer Sellers a discount on the Media Material offered on the Site. The discount due to sales

and/or promotion activity will be passed on to the Seller as an associated cost of sale as laid out in License Fee and Payment Terms;

4.2.15. The host is not responsible for any loss or damage to your Media Material caused by technical, human, natural or any other cause;

4.2.16. The host is acting solely to facilitate the Seller to sell the Media Material to the Buyer. Any disputes that the Seller or buyer have should be resolved by the two parties. The Site will not enter into any disputes and the Site will play no part in disputes between the Seller or buyer other than providing the Seller and buyers email addresses to both parties;

4.2.17. Neither the host, the Site or the Company is not responsible or liable for the copyright of your Media Material. If a buyer or any other party, including anyone that viewed your material through the Site, breaches your copyright the host is not responsible in any way;

4.2.18. If other people or places are shown in your Media Material you must gain their written acceptance to sell and distribute that information. You are solely responsible for gaining and exclusively owning the copyright for your Media Material;

4.2.19. The Company reserves the right to remove Media Material from the Site or remove the registration of any seller uploading Media Material that breeches any of these Terms and Conditions from the Site;

4.2.20. You are the owner of all rights, including all copyrights in and to all Media Material you upload or submit to the Site;

4.2.21. You have the full and complete right to enter into this agreement and to grant to the Company and the Site the rights in the Content herein granted, and that no further permissions are required from, nor payments required to be made to any other person in connection with the use by the Site of the Media Material as contemplated herein;

4.2.22. The Content does not defame any person and does not infringe upon the copyright, moral rights, publicity rights, privacy rights or any other right of any person, or violate any law or judicial or governmental order;

4.2.23. You shall not have any right to terminate the permissions granted herein, nor to seek, obtain, or enforce any injunctive or other equitable relief against the Site or the Company, all of which such rights are hereby expressly and irrevocably waived by you in favor of the Site and the Company.

4.3. Use of the Content and Grant of License

By uploading Media Material to the Site the Seller has accepted these Terms and Conditions and agrees to the following conditions:

4.3.1. The Site and the Company will use your Media Material for the purpose of licensing your Media Material to customers of the Site in such formats as we may, from time to time make available to Customers, including without limiting the generality of the foregoing, via electronic download;

4.3.2. In connection with the foregoing, in addition to the licenses you grant to the Site elsewhere in these Terms and Conditions, you grant to the Site and the Company a non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, publish, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute copies of your Media Material;

4.3.3. The license includes the right for the Site to use screen resolution images and thumbnails of your Media Material for display and promotional purposes on the Site and any third party sites, and in connection with internet search results, and embeddable codes;

4.3.4. Media Material will be licensed to customers by the Site in accordance with the Site Terms and Conditions in effect at the time.

5. License Fee and Payment terms

The license fee that the Seller charges for the Media Material is the purchase price paid by the Buyer.

The amount the Seller actually receives from the sale of the photos will be the selling price minus sales or promotion discounts minus any 3rd Party payment processing costs minus the Site sales fees.

All amounts quoted on the Site are in the local currency where the event took place or in US Dollars ("US\$") if the currency in your location is not supported.

The Seller will be able to request payment for sales of their Media Material on the site and will be paid promptly, usually less than 1 week from requesting payment.

5.1. General example of License Fee

The payment you will receive from the sale of your media material is shown on the site.

In general, if the license fee for the Media Material is X, the 3rd party payment processing costs Z and the Site sales fees Y: · The Seller uploads the Media Material and associates a price of X; · The Buyer purchase the Media

Material for X; · The 3rd party payment process receives Z; · The Site/Company receives Y · The Seller receives X – Y - Z

The License Fee and Payment Terms may change at any time. Any new payment terms will be reflected in the amount you are paid for your media material on the site.

If you disagree with the changes to the Terms and Conditions please immediately stop using the Site, remove all your Media Material from the Site and contact the Company, via the contact area of the Site, and request that your registration is removed from the Site.

6. **Buyers**

By purchasing Media Material from the Site you have understood, accepted and are bound by all these Terms and Conditions.

For clarity you have also read, understood and accepted all the Terms and Conditions laid out for the Sellers.

Media Material viewed on the site is shown in low resolution. Upon purchase of Media Material you will be given a link to download the full resolution Media Material to be used solely for the purposes outlined in these Terms and Conditions.

You understand that by using the Site you may be exposed to Media Material that is offensive, indecent or objectionable.

By purchasing the Media Material you have accepted these Terms and Conditions and agrees to the following:

6.1.1. By purchasing Media Material you are entering into an agreement with the Seller of the Media Material your purchase of that Media Material gives you a non-transferable, non-resalable, non-exclusive world-wide license to the Media Material;

6.1.2. You may not alter the purchased Media Material in any way;

6.1.3. That agreement states that the Seller of the Media Material owns the exclusive world-wide copyright and the Media Material.

6.1.4. You do not have the rights nor may you on-license, on-sell, re-sell, alter, modify, share, gift or use the Media Material for marketing, promotional or sales purposes. The Media Material is be use used solely for personal use and not broadcast, displayed to the public or otherwise consumed by anyone other than you;

6.1.5. No endorsement is given that the actual Media Material is true, correct, valid or otherwise authentic in any way or that the Media Material was taken in the place it is positioned on the map;

6.1.6. You will pay the amount associated with each item purchased via PayPal or other mechanism offered through the Site;

6.1.7. After successful payment you will immediately download the Media Material which will be presented as a download link to you. Failure to download the Media Material immediately may result in that Media Material no longer being available. Failure to download immediately will be the sole responsibility of the Buyer and no liability, compensation or damages may be sought from the Company, the Site or the Buyer.

7. Reporting issues

To report a suspected abuse of the Site or a breach of the Terms and Conditions please send written notice to the contact information contained on the Site.

The Company and the Site respects the intellectual property rights of others. It is our policy to respond promptly any claim that Media Material posted on the Site infringes the copyright or other intellectual property infringement ("Infringement") of any person. The Site and the Company will use reasonable efforts to investigate notices of alleged Infringement and will take appropriate action under applicable intellectual property law and these Terms and Conditions where it believes an Infringement has taken place, including removing or disabling access to the Media Material claimed to be infringing and/or terminating accounts and access to the Site.

To notify the Site of a possible Infringement you must submit your notice in writing to the attention of "Copyright Infringement" via the contact information on the Site and include in your notice a detailed description of the alleged Infringement sufficient to the Company to make a reasonable determination. Please note that you may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Media Material is infringing your copyright.

If we remove or disable access to Media Material in response to a notice of Infringement, we will make reasonable attempts to contact the user who posted the affected Media Material. If you feel that your Media Material is not infringing, you may provide a counter notice in writing to the attention of "Copyright Infringement Counter Notification" to the Site contact information. You must include in your counter notice sufficient information to enable the Company to make a reasonable determination. Please note that you may be held accountable for damages (including costs and attorneys' fees) if you materially misrepresent that your Media Material is not infringing the copyrights of others.

If you are uncertain whether an activity constitutes Infringement, we recommended seeking advice of an attorney.

8. Usage of the Site

- 8.1. Sellers may have alternative photography business/brands that they use. The Site supports the sellers right for Sellers to carry on their own photography businesses, however we do not allow you to use the Site services (our event calendar, our business name, our brand, our relationship with other photographers, our relationship with event organisers, or any other Site services) to compete with the Site or any services that the Site provides.
- 8.2. Many of the events on the Sites calendar of events are non-exclusive, there may be non-GeoSnapShot photographers at that event. If you book onto a GeoSnapShot event you are deemed to be representing GeoSnapShot at that event and you must upload photos to the GeoSnapShot platform for sale. You may not advertise that photos from a GeoSnapShot event are for sale through any other platform or service other than the Site.
- 8.3. To upload photos to an event on the GeoSnapShot calendar you must be a registered photographer for that event. The number of photographers who can upload from an event is determined by the event organiser.
- 8.4. If the event is not on the Sites calendar you can create the event on GeoSnapShot yourself. You can be a seller at that event and request other Sellers (through the GeoSnapShot platform) to attend your event and upload photos for sale if you choose.
- 8.5. The Site events calendar is for the use of Sellers and is a service provided by the Site for its Sellers and Users. The calendar information is to be used solely by Sellers to register onto and attend events as a GeoSnapShot photographer. The Site calendar should not be used for any other purpose including, but not limited to; finding events to attend as a non-GeoSnapShot photographer, passing calendar information to a different company, copying, duplicating, linking to, redirecting to or otherwise using the information for any other purpose.
- 8.6. If you attend a GeoSnapShot event you cannot offer an alternative purchasing option for photos other than the Site. You cannot advertise your own website or other place to purchase the photos from the GeoSnapShot event other than the Site.
- 8.7. Any photographer who has breached or is deemed by GeoSnapShot to have breached these terms may have their photographer account suspended or terminated immediately at the sole discretion of GeoSnapShot inline with the "Termination" clause.
- 8.8. Some Events and Event Organisers may require you to have a Working with Children Check (WWCC) (or similar document determined by your country or state to prove that you are certified to be working around minors). If you book on to an event that requires a

WWCC then you must ensure that you have a valid WWCC, that it is up-to-date and present a copy to the event organiser upon arrival at the event.

9. Links to or from other websites

The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Site has no control over such sites and resources, you acknowledge and agree that the Site is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Media Material, content, advertising, products or other materials on or available from such sites or resources.

You further acknowledge and agree that the Site shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

10. Release and Indemnity

You hereby expressly and irrevocably release and forever discharge the Company, the Site, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the Site and the Services.

You hereby agree to indemnify and hold harmless the Company, the Site, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) a breach of these Terms, (ii) Media Material posted on the Site, (iii) the use of the Site and/or its services, by you or any person using your account or the Site Username and password, (iv) the sale or use of your Media Material, or (v) any violation of any rights of a third party.

Sellers, Buyers and Users of the Site or the Company are not considered or classified as employees, agents, representatives, independent contractors, dependent contractors, sub-contractors, freelancers, licensees, franchises or any other form of employee of the Site or the Company. As such you are not covered by any form of insurance held by the Site and/or the Company. You

hereby agree to indemnify and hold harmless the Company, the Site, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of using the Site as a Buyer, Seller or User or any other form of usage or potential usage of the Site.

11. Limitation Of Liability

In no event shall the Company be liable under contract, tort, strict liability, negligence or other Legal theory with respect to the Site, the service or any content (i) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, (ii) To provide substitute goods or services (however arising), or (iii) for any direct damages in Excess of (in the aggregate) \$100.

12. Termination

The Site may terminate or suspend any and all services and/or your account for the Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation a breach of the Terms and Conditions. Upon termination of your account, your Media Material will be deleted and your right to use the services of the Site will immediately cease.

If you wish to terminate your account, you may simply discontinue using the services. All provisions of the Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

It is your responsibility to remove all Media Material from your account prior to termination.