

Personal Use License for Digital Downloads

www.captured-light.com

1. Definition of terms:
 1. "Media" means: photographs, pictures or any other digital content that is offered for sale on this site.
 2. "Content Provider" means: photographer, videographer, artist or author of the Media.
2. The Media in this site are copyright works owned by the Content Provider. Title and ownership, and all rights now and in the future, of and for the Media remain exclusively with the Content Provider.
3. The Content Provider grants buyer a non-exclusive perpetual personal use license (Licensed Purpose) to download and copy the accompanying media subject to the following restrictions:
 1. Personal use means non-commercial use of the Media for display on personal websites and computers, or making image prints or video copies for personal use.
 2. Buyer may not copy, vary, modify or sell the Media or display the Media in a public place (including in the publicly accessible areas of a business) without prior permission from Content Provider. Buyer will immediately discontinue all use of the Media on notification from the Content Provider.
 3. Buyer acknowledges that the intellectual property rights in the Media belong to Content Provider and buyer will not dispute such ownership.
 4. The Media may not be used in any way in which you charge money, collect fees, or receive any form of remuneration.
 5. The Media may not be used in advertising.
 6. The Media may not be resold, relicensed, or sub-licensed.
 7. If buyer gives the Media to another person that person is bound by the terms of this licence but buyer will still be responsible to Content Provider for any breach by that person.
 8. Except for the Licensed Purpose, buyer obtains no other rights in the Media, including the rights to reproduce, modify, sub-license, sell, display or distribute the Photograph. Buyer will immediately discontinue all use of the Media on notification from the Content Provider.
4. Warranty and Limitation of Liability:
 1. The Media is provided on "as is" and "as available" basis.
 2. To the maximum extent permitted by law, all representations, conditions and warranties (whether express or implied, statutory or otherwise), including warranties of merchantability or fitness for a particular purpose, are expressly excluded.
 3. The Content Provider liability to the buyer arising out of all claims for damages for any and all costs, loss or damage suffered by the buyer, however caused (including direct, indirect, consequential, special loss or loss of profits, except where provided to the contrary by the Consumer Guarantees Act), will not exceed in aggregate the purchase price actually paid by buyer for the Media.
 4. The buyer agrees to indemnify Content Provider against all costs, expenses and damages Content Provider may incur in connection with any claim against Content Provider related to buyer's use of the Media in any way.
5. Content Provider is not obliged to accept buyer's order for Media and may decline to fill an order for any reason. If that happens the Content Provider will refund buyer's payment for that order in full. Any refunds will be given at the sole discretion of the Content Provider.
6. This licence will be governed by and interpreted in accordance with the laws of New Zealand.