

# canadastockfootage.com

## Content License Agreement

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This is a license agreement between you and canadastockfootage.com that explains how you can use video clips and photos (individually and collectively, "content") that you license from canadastockfootage.com. By downloading content from canadastockfootage.com, you accept the terms of this agreement.

### 1. License types

**What types of licenses does canadastockfootage.com offer?** All content on canadastockfootage.com is sold under a royalty-free ("RF") license agreement. Royalty-free means that the license fee is paid once and there is no need to pay additional royalties if the content is reused. There are three different types of "RF" licenses available which are as follows:

#### 1.1. A STANDARD Video License which grants you the right to use video or images:

- a. in a multi-media production displayed or distributed via the web, on social media, using so-called "Apps", or otherwise disseminated in accordance herewith (see Restricted Uses for distribution limitations), provided the audience for such production **does not exceed 500,000**, it being understood that the use of Video in a multi-media production distributed via broadcast, cable network, OTT video service, or in theatres, is expressly prohibited under this license, irrespective of audience size;
- b. in connection with a live performance, provided the audience for all such performances does not exceed 500,000 people;
- c. on websites.

#### 2.1. An EXTENDED Video License which grants you the right to use video or images:

- a. in a multi-media production displayed or distributed via the web, on social media, using so-called "Apps", and expressly including the right to distribute via broadcast, cable network, OTT video service or in theaters, with no limitation on audience size;
- b. in connection with a live performance, with no limitation on audience size;
- c. In Digital Templates for resale, for up to (but not exceeding) 1,000 licenses to such digital templates;
- d. on websites;
- e. in video games.

#### 3.1. A BUYOUT Video License which grants you the right to use video or images:

- a. with all the rights of an EXTENDED video license plus the content can be secured exclusively for a negotiated period of time. Once the video clip(s) or image(s) are purchased, they will be removed from the canadastockfootage.com collection for a set period of time, and no-one else will be able to purchase the content during that time.
- b. in addition to this exclusivity it is important to state that other clients may have purchased the same content in advance, and their rights to use the content will not be restricted by a later purchase of a "Buyout License".

## 2. Restricted Uses

- a. No Unlawful Use. You may not use content in a pornographic, defamatory or other unlawful manner, to promote violence or hatred, or in violation of any applicable regulations (including for sports content, any restrictions or credentials issued by a sports league or governing body) or industry codes.
- b. No Standalone File Use. You may not use content in any way that allows others to download, extract or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).
- c. No Sensitive Use Without Disclaimer. If you use content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases), you must indicate: (1) that the content is being used for illustrative purposes only, and (2) any person depicted in the content is a model. For example, you could say: "Stock Footage. Posed by model."
- d. No False Representation of Authorship. You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create artwork based solely on licensed content and claim that you are the author.

**Restricted Uses - unless additional licence purchased.** The following are prohibited without the prior written consent of canadastockfootage.com and payment of an additional licence fee:

- e. No 'On Demand' Products. Unless explicitly authorised in a canadastockfootage.com invoice, sales order confirmation or licence agreement, you may not use content in connection with "on-demand" products (e.g., products in which a licensed image is selected by a third party for customisation of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com).
- f. No Use in Trademark or Logo. Unless explicitly authorised in a canadastockfootage.com invoice, sales order confirmation or licence agreement, you may not use content (in whole or in part) as the distinctive or distinguishing feature of a trademark, design mark, tradename, business name, service mark, or logo. Additionally, you shall not be entitled to register (in any jurisdiction) such content (in whole or in part) as a trademark or rely on any such registrations, prior use, and/or accrued goodwill to prevent any third party use of the content or any similar content (including by us, our customers, or the copyright owner of such content).
- g. No Machine Learning, AI, or Biometric Technology Use. Unless explicitly authorised in a canadastockfootage.com invoice, sales order confirmation or licence agreement, you may not use content (including any caption information, keywords or other metadata associated with content) for any machine learning and/or artificial intelligence purposes, or for any technologies designed or intended for the identification of natural persons. Additionally, canadastockfootage.com does not represent or warrant that consent has been obtained for such uses with respect to model-released content.
- h. No Metadata Exploitation. Unless expressly authorised by canadastockfootage.com, you may not use the caption information, keywords, accompanying text, or other metadata associated with content separate and apart from the content, or allow any third parties to access or use any such information associated with content.

**3. Who, besides me, can use the licensed content?** The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:

- a. Employer or client. If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the content. The rights purchased may only belong to you or your employer/client,

depending on who is named as the "Licensee" at the time of purchase. In other words, if you purchase a royalty-free image, only one of you (and not both) may reuse that image for multiple projects.

- b. Sharing and Storage Restrictions of Content. Please note that sharing and storage restrictions apply for royalty-free content. Up to 10 individuals (total, not at any given time) may use an item of content, and all individuals must be from the same legal entity; however, you may make RF content available for viewing by any of your employees, clients and subcontractors. There are no restrictions on where each individual may store the content. The raw file of content may not be provided to anyone outside of your legal entity other than subcontractors. If you require content to be available to more than 10 users, please contact canadastockfootage.com to purchase rights for additional users.
- c. Subcontractors. You may allow subcontractors or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors must agree to be bound by the terms of this agreement and may not use the content for any other purpose.

#### 4. Intellectual Property Rights.

- a. **Who owns the content?** All the licensed content is owned by either canadastockfootage.com or its content suppliers. All rights not expressly granted in this agreement are reserved by canadastockfootage.com and the content suppliers. You may not assert any right to revenue from a collecting society, social media website, content sharing platform or any other third party in respect of photocopying, digital copying, sharing, distribution or other secondary uses of the licensed content.
- b. **Attribution. Do I need to include a video credit?** If licensed content is used in an audio/visual production where credits are accorded to other providers of licensed material, you must include a credit in comparable size and placement. The credit should be in the following form: "Stock Footage supplied by canadastockfootage.com".
- c. **Can I use the canadastockfootage.com name or logo?** You may use the name of canadastockfootage.com as necessary to give attribution, but you may not otherwise use their names, logos or trademarks without prior written approval. If you need a hi-res jpeg or vector file of the canadastockfootage.com logo please send an email to [contact@canadastockfootage.com](mailto:contact@canadastockfootage.com).

#### 5. Termination/Cancellation/Withdrawal.

- a. Termination. Canadastockfootage.com may terminate this agreement at any time if you breach any of the terms of this or any other agreement with canadastockfootage.com, in which case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to canadastockfootage.com in writing that you have complied with these requirements.
- b. Social Media Termination. If you use the content on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the content for its own purpose or in a way that is contrary to this agreement, the rights granted for such use shall immediately terminate, and in that event, upon canadastockfootage.com's request, you agree to remove any content from such platform or website.
- c. Refunds/Cancellation. All requests for refunds/cancellations must be made in writing by sending an email to [contact@canadastockfootage.com](mailto:contact@canadastockfootage.com). Provided that the request is made within 30 days and the licensed content has not been used, canadastockfootage.com may cancel the relevant order and issue a full refund to your account or credit card. No credits or refunds are available for cancellation requests received more than 30 days from your receipt of content. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.
- d. Content Withdrawal. Canadastockfootage.com may discontinue licensing any item of content at any time in its sole discretion. Upon notice from canadastockfootage.com, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which canadastockfootage.com may be liable, canadastockfootage.com may require you to immediately, and at your own expense: cease using the content, delete or destroy any copies; and ensure that your clients, distributors and/or employer do likewise. Canadastockfootage.com will provide you with replacement content (determined by canadastockfootage.com in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

**6. Representations and Warranties.** Canadastockfootage.com makes the following representations and warranties:

- a. Warranty of Non-Infringement. For all licensed content canadastockfootage.com warrants that your use of such content in accordance with this agreement and in the form delivered by canadastockfootage.com (that is, excluding any modifications, overlays or refocusing done by you) will not infringe on any copyrights or moral rights of the content owner/creator.
- b. Additional Warranties for Royalty Free Content. For licensed royalty-free content, canadastockfootage.com warrants that your use of such content in accordance with this agreement and in the form delivered by canadastockfootage.com (that is, excluding any modifications, overlays or refocusing done by you) will not infringe on any trademark or other intellectual property right, and will not violate any right of privacy or right of publicity.
- c. Warranty Disclaimer. Unless specifically warranted above, canadastockfootage.com does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the content. In such cases, you are solely responsible for determining whether release(s) is/are required in connection with your proposed use of the content, and you are solely responsible for obtaining such release(s). You are also solely responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreements as a result of your use of the licensed content.
- d. Caption/Metadata Disclaimer. While canadastockfootage.com has made reasonable efforts to correctly categorize, keyword, caption and title the content, canadastockfootage.com does not warrant the accuracy of such information, or of any metadata provided with the content,
- e. No Other Warranties. Except as provided in this section above, the content is provided “as is” without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Canadastockfootage.com does not represent or warrant that the content or its websites will meet your requirements or that use of the content or websites will be uninterrupted or error free.

**7. Indemnification/Limitation of Liability.**

- a. Indemnification of canadastockfootage.com by you. You agree to defend, indemnify, and hold harmless canadastockfootage.com and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors, and employees from all damages, liabilities, and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with (i) your use of any content outside the scope of this agreement; (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this or any other agreement with canadastockfootage.com; and (iii) your failure to obtain any required release for your use of content.
- b. Indemnification of you by canadastockfootage.com. Provided that you are not in breach of this or any other agreement with canadastockfootage.com, and as your sole and exclusive remedy for any breach of the warranties set forth in Section 6 above, canadastockfootage.com agrees, subject to the terms of this Section 7, to defend, indemnify and hold harmless you, your corporate parent, subsidiaries and affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with any breach or alleged breach by canadastockfootage.com of its warranties in Section 6 above. This indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the content or the context in which the content is used by you. This indemnification also does not apply to your continued use of content following notice from canadastockfootage.com, or upon your knowledge, that the content is subject to a claim of infringement of a third party’s right.
- c. The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement, or defence of any claim or litigation. The indemnified party (the one not covering the costs) has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal costs

including attorney fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

- d. Limitation of Liability. Canadastockfootage.com AND ITS LICENSORS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF canadastockfootage.com OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.

## 8. General Provisions.

- a. Assignment. This agreement is personal to you and is not assignable by you without canadastockfootage.com's prior written consent. Canadastockfootage.com may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.
- b. Electronic storage. You agree to retain the copyright symbol, the name of Canadastockfootage.com, the content's identification number and any other information or metadata that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorised use by third parties. You may make one (1) copy of the content for back-up purposes.
- c. Governing Law/Arbitration. This license agreement constitutes a contract made under and shall be governed by and construed in accordance with the Province of Ontario, excluding any choice or conflict of law provision (whether of Ontario, Canada or any other jurisdiction) that would permit or cause the application of the laws of any other jurisdiction. The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- d. Individual Claims. WHERE PERMITTED UNDER THE APPLICABLE LAW, WE EACH AGREE THAT EACH OF US WILL BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH OF US AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
- e. Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- f. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
- g. Entire Agreement. No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by canadastockfootage.com and accepted by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.
- h. Notice. All notices required to be sent to canadastockfootage.com under this agreement should be sent via email to [contact@canadastockfootage.com](mailto:contact@canadastockfootage.com). All notices to you will be sent via email to the email set out in your account.
- i. Taxes. You agree to pay and be responsible for any and all sales taxes, use taxes, value-added taxes, withholding taxes and duties imposed by any jurisdiction as a result of the licence granted to you, or of your use of the licensed content.