



SASITORN IMAGES - TERMS & CONDITIONS LICENCE AGREEMENT

LAST UPDATED: 30th May 2020

This is a licence agreement between you and SASITORN IMAGES. It explains how you can use our content (images and videos) that you license from SASITORN IMAGES and by downloading content from SASITORN IMAGES, you accept all the terms of this agreement.

SECTION A

Types of Licences:

SASITORN IMAGES has three types of licence models: rights-managed (“RM”), Limited Time Royalty Free (“LTRF”), and Complimentary Licence (“CL”). The license and calculation of prices are simplified into 18 categories listed in section B at the end of this document.

Rights-managed RM: Content is licensed for the specific types of use, and the simplified pricing is based first on image resolution, then by the factors such as placement, duration of use, print run and geographic distribution. The majority of our licencing options are in this category.

Limited Time Royalty-free LTRF: Licence fee is paid and there is no additional royalties if the content is reused within the time limit of 1 year. LTRF content is licensed for worldwide, unlimited use, and the maximum resolution file can be provided on request in addition to the 5,000 pixels file downloaded from the site.

Complimentary licence CL: you are allowed to use content from the SASITORN IMAGES site on a complimentary basis for test or sample use only, for up to 30 days following download. However, unless a licence is purchased, content cannot be used in any final materials or any publicly available materials. No other rights or warranties are granted for complimentary use.

Usage of Licensed content

You may use licensed content in any way consistent with the rights granted below and not restricted (see Restricted Uses below). Subject to those restrictions and the rest of

the terms of this agreement, the rights granted to you by SASITORN IMAGES are:

- **Rights-Managed**
- **Limited Time Royalty-Free**
- **Perpetual:** meaning there is no expiry or end date on your rights to use the content.
- **Worldwide:** meaning content can be used in any geographic territory.
- **Unlimited:** meaning content can be used an unlimited number of times.
- **Any and all media:** meaning content can be used in print, in digital or in any other medium or format.
- **NON-EXCLUSIVE:** meaning that you do not have exclusive rights to use the content and SASITORN IMAGES can license the same content to other customers. Your license is limited to the specific use, medium, period of time, print run, placement, size of content and territory selected, and any other restrictions that accompany the content on the SASITORN IMAGES website (or any other method of content delivery) or in an order confirmation and/or invoice.
- **USE:** meaning to copy, reproduce, modify, edit, synchronise, perform, display, broadcast, publish, or otherwise make use of. Please make sure you read the Restricted Uses section below for exceptions.

Unlawful Uses

- No Unlawful Use. You may not use content in a pornographic, defamatory or other unlawful manner, or in violation of any applicable regulations.
- No Commercial Use of Editorial Content. Unless additional rights are specified on the SASITORN IMAGES invoice or sales order, or granted on a separate licence agreement, you may not use content marked “editorial” for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of content is not model or property released and is intended to be used only in connection with events or topics that are newsworthy or of general public interest.
- No Alteration of Editorial Content. Content marked “editorial” may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the content is not compromised, but you may not otherwise alter the content.
- 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).
- No Sensitive Use Without Disclaimer. If you use content that features models or property in connection with a subject that would be unduly controversial to a reasonable person or property, you must indicate that the content is being used for illustrative purposes only, and any person depicted in the content is a model.
- 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.

- **Rights-Managed Exclusivity.** All rights set out on the website are for non-exclusive use only. However, Exclusive licences may be available for some of our content, please contact SASITORN IMAGES to discuss your requirements. If the exclusive license is granted, your invoice, sales order or other licence agreement, the licence for a commercial use of Rights-Managed content shall be exclusive to you only for the terms (specific to your use, your industry and your duration) selected by you and agreed by us. Please note that there may be other content that is similar to the content that you have licensed. Nothing in this Agreement prohibits SASITORN IMAGES from licensing such similar content to other customers. Exclusions include: all editorial uses (including but not limited to television and film use, documentary use, news programming, music video, advertorial use, all advertising related to television or film, book cover, magazine cover), wall décor and display, theatrical display, museum display, calendars, promotional products (e.g., apparel, gift wrap, mugs), posters and stationery (including postcards).

Restricted Uses

Unless additional licence purchased, the following are prohibited without the prior written consent of SASITORN IMAGES and payment of an additional licence fee:

No "On Demand" Products. Unless you purchase a customised licence, 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 such as zazzle.com).

No Electronic Templates. Unless you purchase a custom licence, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, and brochure design templates).

No Use in Trademark or Logo. Unless you purchase a customised licence, 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).

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:

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.

Sharing and Storage Restrictions for LTRF 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 LTRF 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 SASITORN IMAGES to purchase rights for additional users. If you are downloading content under a committed solution (i.e., premium access), unless renewed prior to the end of your term, all sharing rights terminate at the end of the term and all content must be removed from your shared server, digital asset management system or other storage system and stored only on individual devices.

Subcontractors. You may allow subcontractors (for example, your printer or mailing house) 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.

User Accounts. You will be responsible for tracking all activity for each user account, and you agree to: (a) maintain the security of all passwords and usernames; (b) notify SASITORN IMAGES immediately of any unauthorized use or other breach of security; and (c) accept all responsibility for activity that occurs under each user account. SASITORN IMAGES reserves the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If SASITORN IMAGES determines that you are in breach of this or any other term of this agreement, it may suspend access to your account and seek further legal remedies.

Intellectual Property Rights.

All the licensed content is owned by either SASITORN IMAGES or its content photographers. All rights not expressly granted in this agreement are reserved by SASITORN IMAGES and the content photographers. 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.

Attribution.

Photo credit

For all usage, unless agreed in advance, you must include a credit adjacent to the content or in production credits. The credit should be in the following form or as otherwise stipulated in the caption information accompanying the content on the SASITORN IMAGES website: “[Photographer Name]/SASITORN IMAGES”

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 or as otherwise stipulated in the caption information accompanying the content on the SASITORN IMAGES website: “[Video] [Imagery] supplied by [Artist Name]/SASITORN IMAGES”

Termination/Cancellation/Withdrawal.

Termination. SASITORN IMAGES may terminate this agreement at any time if you breach any of the terms of this or any other agreement with SASITORN IMAGES, in which case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to SASITORN IMAGES in writing that you have complied with these requirements.

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 SASITORN IMAGES’ request, you agree to remove any content from such platform or website.

Refunds/Cancellation. All requests for refunds/cancellations must be made in writing or

using the cancellation function on the SASITORN IMAGES' website. Provided that the request is made within 30 days and the licensed content has not been used, SASITORN IMAGES 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, or for research, lab, service or subscription fees, all of which are non-refundable. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.

Content Withdrawal. SASITORN IMAGES may discontinue licensing any item of content at any time in its sole discretion. On notice from SASITORN IMAGES, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which SASITORN IMAGES may be liable, SASITORN IMAGES 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. SASITORN IMAGES will provide you with replacement content (determined by SASITORN IMAGES in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

Representations and Warranties. SASITORN IMAGES makes the following representations and warranties:

Warranty of Non-Infringement. For all licensed content (excluding content marked "access only"), SASITORN IMAGES warrants that your use of such content in accordance with this agreement and in the form delivered by SASITORN IMAGES (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.

Additional Warranties for Certain Content.

LTRF: For licensed limited time royalty-free content, SASITORN IMAGES warrants that your use of such content in accordance with this agreement and in the form delivered by SASITORN IMAGES (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.

RM: For licensed rights-managed content where SASITORN IMAGES specifically notifies you that a model and/or property release has been obtained, SASITORN IMAGES warrants that your use of such content in accordance with this agreement and in the form delivered by SASITORN IMAGES (that is, excluding any modifications, overlays or re-focusing done by you) will not, where a property release has been obtained, infringe on any trademark or other intellectual property right and/or will not, where a model release has been obtained, violate any right of privacy or right of

publicity.

Warranty Disclaimer. Unless specifically warranted above, SASITORN IMAGES 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 acknowledge that no releases are generally obtained for most of the contents due to the nature of the types of pictures themselves and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. You are also solely responsible for payment of any amounts that may be due under, and in compliance with any other terms of, any applicable collective bargaining agreements as a result of your use of the licensed content.

Caption/Metadata Disclaimer. While SASITORN IMAGES has made reasonable efforts to correctly categorise, keyword, caption and title the content, SASITORN IMAGES does not warrant the accuracy of such information, or of any metadata provided with the content.

RM Exclusivity Disclaimer. While SASITORN IMAGES has made reasonable efforts to correctly categorise and record grants of any exclusivity for commercial use of RM content, SASITORN IMAGES does not warrant or guarantee exclusivity in respect to editorial use of RM content. All such grants of commercial exclusivity do not preclude prior, concurrent, or subsequent licences granted for editorial usage of the same RM content.

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. SASITORN IMAGES 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.

Indemnification/Limitation of Liability.

Indemnification of SASITORN IMAGES by you. You agree to defend, indemnify and hold harmless SASITORN IMAGES 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 outside legal 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 SASITORN IMAGES; and (iii) your failure to obtain any required release for your use of content.

Indemnification of you by SASITORN IMAGES. Provided that you are not in breach of this or any other agreement with SASITORN IMAGES, and as your sole and exclusive remedy for any breach of the warranties set forth in Section 9 above, SASITORN IMAGES agrees, subject to the terms of this Section 10, 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 outside legal fees) arising out of or in connection with any breach or alleged breach by SASITORN IMAGES of its warranties in Section 9 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 SASITORN IMAGES, or upon your knowledge, that the content is subject to a claim of infringement of a third party's right.

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

Limitation of Liability. SASITORN IMAGES 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 SASITORN IMAGES HAS 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.

General Provisions.

Assignment. This agreement is personal to you and is not assignable by you without SASITORN IMAGES' prior written consent. SASITORN IMAGES 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.

Audit. Upon reasonable notice, you agree to provide to SASITORN IMAGES sample copies of projects or end uses that contain licensed content, including by providing

SASITORN IMAGES with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, SASITORN IMAGES may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of this agreement. If any audit reveals an underpayment by you to SASITORN IMAGES of five per cent (5%) or more of the amount you should have paid, then in addition to paying SASITORN IMAGES the amount of the underpayment and any other remedies to which SASITORN IMAGES is entitled, you also agree to reimburse SASITORN IMAGES for the costs of conducting the audit.

Electronic storage. You agree to retain the copyright symbol, the name of SASITORN IMAGES, 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.

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 SASITORN IMAGES 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.

Notice. All notices required to be sent to SASITORN IMAGES under this agreement should be sent via email to sasitornimages@gmail.com All notices to you will be sent via email to the email set out in your account.

Taxes. VAT tax is applied for any clients with billing addresses in Thailand and zero rated tax is applied to the rest of the world. For the area where the tax is applicable, 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.

Overdue Invoices. If you fail to pay an invoice in full within the time specified, SASITORN IMAGES may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received. Licensing Entity. The SASITORN IMAGES licensing entity under this agreement is determined based on your billing address.

SECTION B

LICENCE OPTIONS

Li- cence no	Image Res- olution in width	Usage and limitations	pricing (£)	Li- cence type
1	1000 pixels	Personal and Educational Single Usage: on a website, social media, for 2 years	£12.00	RM
2	1000 pixels	Single Usage in a presentation/talk or in a newsletter (Excludes advertising)	£25.00	RM
3	1000 pixels	Single Commercial Usage: on a website, social media, and blog for 2 years (Excludes advertising)	£45.00	RM
4	3000 pixels	Personal Single Usage: as prints or cards, None commercial use, not for resale	£50.00	RM
5	3000 pixels	Newspaper: Single Editorial Usage (Excludes advertising)	£90.00	RM
6	3000 pixels	Magazine and Book: Single Usage as an inside page size up to full page, incl. digital version of the publication, in one language, worldwide, 5,000 print run, 10 years (Excludes advertising)	£100.00	RM
7	3000 pixels	Magazine and Book: Single Usage as an inside page size up to full page, incl. digital version of the publication, in all languages, Worldwide, 20,000 print run, 10 years (Excludes advertising)	£175.00	RM
8	3000 pixels	Marketing package for a Small Business, Worldwide, 2 years. This package is for marketing campaigns and promoting a small business with 10 employees or fewer (Excludes advertising).	£120.00	RM
9	3000 pixels	Marketing package for a Large Business, Worldwide, 2 years. This package is for marketing campaigns and promoting a larger business with more than 10 employees (Excludes advertising).	£250.00	RM
10	5000 pixels	Personal Single Usage: Personal prints or cards, None commercial use, not for resale	£75.00	RM
11	5000 pixels	Magazine and Book: Single Usage, a double-spread size or a cover, incl. digital version of the same publication, in one language, Worldwide, 5,000 print run, 10 years (Excludes advertising)	£200.00	RM
12	5000 pixels	Magazine and Book (enhanced): Single usage, print (any sizes including cover) and/or digital in all languages, Worldwide, 20,000 print runs, for 10 years (Excludes advertising)	£350.00	RM
13	5000 pixels	Single Commercial Usage for Greeting Cards or Postcards or Calendars, or small Posters (A4), print run up to 10,000	£250.00	RM
14	5000 pixels	Single Commercial Usage for posters, size up to 24", print run up to 10,000	£350.00	RM
15	5000 pixels	Single commercial usage for posters, size up to 36", print run up to 10,000 (additional higher resolution image will be supplied on request)	£500.00	RM
16	5000 pixels	Advertising and Marketing: Single Usage, non-exclusive for 2 years in one country up to 50k print run in one of the following medias: advertising, advertorials, annual reports, brochures, blogs and websites	£250.00	RM
17	5000 pixels	Advertising and Marketing: Single Usage, non-exclusive for 2 years in any country, unlimited print run in any of the following medias: advertising, advertorial, annual report, brochure, blog and website (additional higher resolution image will be supplied on request)	£450.00	RM
18	5000 pixels	Advertising and Marketing: Multiple Usage, non-exclusive for 1 years in any country, unlimited print runs in any of the following medias: advertising, advertorial, annual report, brochure, blog and website (additional higher resolution image can be supplied on request)	£1,250.00	LTRF
19	850 pixels	Watermarked images on the website can be used on a complimentary basis for test or sample use, for up to 30 days following download. However, unless a licence is purchased, content cannot be used in any final materials or any publicly available materials	no cost	CL

CL: Complimentary License

RM: Right Managed

LTRF: Limited Time Royalty Free (1 years)