

myrealestate/Assistant

Real Estate Services & Licensing Agreement



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A. LICENSING AGREEMENT

SECRET SOCIETY PTY LTD LICENSING AGREEMENT

All Images, whether Photograph, Video, Graphic Designs or other IP will be referred to as **"work"** or **"works"** throughout this contract. Anywhere **"work"** or **"works"** appears it is implied that it relates to all products & services provided by Society Pty Ltd (ABN 11 125 092 980)

The terms **"We"**, **"Us"**, **"Our"** refer to Secret Society Pty Ltd (ABN 11 125 092 980)

1. IMAGE LICENSING & USAGE TERMS

- 1.1** This license is individual, non-transferable and non-exclusive. It gives you the right to use the work on any type of medium, for any sort of utilisation, for example the illustration of press articles, advertising, on-line use, as well as the right to carry out any form of reproduction, printed or digital, needed in what you intend to do with the works. This license is granted to you with a time limit based on the life of the property listing with the current contracting client (real estate agent) or unless you should fail to respect one of its clauses.
- 1.2** The following uses are not authorised in compliance with the license granted to you here. Before any use in one of the following cases, it is mandatory to contact Secret Society Pty Ltd (ABN 11 125 092 980) in order to pay an additional license: For any use of the works in a third party product or if they are to be commercialised, of which they represent the main value, such as, reports, postcards and posters. For any billing activity through a commercial network, reproducing the whole or part of the works.
- 1.3** It is forbidden to resell, give a sub-license, give, lend, sub-let, distribute the whole or part of any work, whatever its size and resolution unless you are acting on behalf of a client as advertising agency or similar. It is forbidden to use the work in a context which might be political, slanderous, immoral, offensive or degrading
- 1.4** Secret Society Pty Ltd (ABN 11 125 092 980) certifies that it is entitled to all the commercial rights pertaining to the work.
- 1.5** All rights pertaining to the works provided are owned by Secret Society Pty Ltd (ABN 11 125 092 980). The granting of this license does not imply a transfer of ownership. The works are protected by the laws on royalty and copyright. You are therefore under the obligation to use the works like any other protected product. Any representation or reproduction, complete or partial, carried out without the consent of Secret Society Pty Ltd may be considered a breach of contract.

- 1.6** All work provided by Secret Society Pty Ltd (ABN 11 125 092 980) to the listing agent are 100% owned by Secret Society Pty Ltd (ABN 11 125 092 980) unless otherwise stated. All works provided by Secret Society Pty Ltd (ABN 11 125 092 980) may have been captured using Secret Society Pty Ltd (ABN 11 125 092 980) staff, contractors or third parties. In the event that Secret Society Pty Ltd (ABN 11 125 092 980) uses a third parties' supplier will ensure that we have the contractual right to license the images.
- 1.7** Secret Society Pty Ltd (ABN 11 125 092 980) may resell the rights of work to third parties, other real estate agents or advertising agencies. The resale of work rights may only be completed once the current advertising campaign has ceased.

2. DISCLOSURE TO VENDORS, TENANTS, INCESTOR OR ANY ASSOCIATED PERSON(S)

- 2.1** In accordance with the terms of this agreement you must disclose to the client, vendor, tenant, investor or any associated person(s) involved with the property that is being photographed & filmed that the images/footage captured are bound by the image use agreement (*section 1.1*) and that all image/footage captured or produced remain the property of Secret Society Pty Ltd and may only be used for the life of the listing. This disclosure is normally indicated on the vendors advertising schedule and may or may not include this entire document. Upon request from a vendor or associated person this document may be presented.
- 2.2** The vendor, tenant, investor or any associated person(s) may obtain copies of the works for personal use only and must not reproduce, resell or redistribute those works for commercial purposes or for marketing use with another selling agent or marketing company. All copies provided will include a watermark or security tag.
- 2.3** All photography bookings are a direct contract between Secret Society Pty Ltd (ABN 11 125 092 980) and the company booking the job such as the advertising agency or listing agent. The vendor, tenant, investor or any associated person(s) have no involvement in the contract between Society Pty Ltd (ABN 11 125 092 980) and the listing agent and have no rights over any works unless specifically requested.

3. TERMINATION & LICENSING AGREEMENTS

3.1 The license contained in this Agreement may terminate automatically without notice from Secret Society Pty Ltd (ABN 11 125 092 980) if the listing agent(s) fail to comply with any provision of this agreement or fail to pay any accounts or monies owed. Upon termination, you must immediately:

(i) Stop using any of the Digital versions of the Works; and

(ii) Delete any Digital Images & Videos and all copies of all of them from all digital media and destroy all other copies or, upon request of Secret Society Pty Ltd (ABN 11 125 092 980).

4. RESALE & RE-LICENSE OF WORKS

4.1 Any Works may be resold to vendors or interested parties. Resale of work can only be done where the original contracting client has given permission for the works to be re-distributed.

4.2 All resale of works will incur an admin and re-license fee – (*see fees*)

5. GOVERNING LAWS

5.1 This Agreement will be governed in all respects by the laws of Australia. The Courts of Australia shall have the non-exclusive jurisdiction to hear any disputes under this Agreement. Notwithstanding the foregoing, Secret Society Pty Ltd (ABN 11 125 092 980) shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of Secret Society Pty Ltd (ABN 11 125 092 980), such action is necessary or desirable.

6. FEES & CHARGES

6.1 Fees & Discounts

All images and services are initially licensed at a subsidised single usage rate as set out in Secret Society Pty Ltd current pricing. These prices are subject to change. The pricing structure outlined in this agreement is strictly confidential and at the full discretion of Secret Society Pty Ltd. To be eligible for any discounts offered by Secret Society Pty Ltd for our services, the minimum requirements outlined on page one of this document must be met. Failure to do so will result in standard pricing being applied to all works until such times as minimum requirements are once again adhered to.

6.2 Image Resale & Re-licencing

Some images can be resold at Secret Society Pty Ltd discretion. Image re-license fee per image apply and depend on the image and subject to approval. The re-license fee is at the total discretion of Secret Society Pty Ltd. Full images sets can only be re-licensed as a full set with approval and the price is decided by Secret Society Pty Ltd . Image infringement, copyright and ownership transfer price range based on image, circulation and usage ranges from \$500 – \$2,000 per image.

7. UNAUTHORISED IMAGE USAGE

Secret Society Pty Ltd hold the master copyright to all images, floor plans, renders and graphics produced by Secret Society Pty Ltd, Secret Society Pty Ltd Staff and Secret Society Pty Ltd Contractors.

All works are provided to clients under license only. Anyone individual, company, corporation or entity using Secret Society Pty Ltd works without proper written authorisation may be liable to costs associated with copyright, damages, loss of business, defamation of brand.

In addition, works found being used in an unauthorised capacity will be subject to full copyright fees. Any unauthorised usage may be perused via legal representation of whom Secret Society Pty Ltd appoint as their legal representative and in accordance with the Australian Copyright Act of 2006 including any other related state and federal laws.

8. RESCHEDULING & CANCELLATION FEES

- 8.1** Cancellation of bookings must be made via email 24 hours prior to the actual job date/time for real estate agents. For builders and one-off projects, 3 days' notice for cancellation is required. Cancellations must be made in writing via email to info@mymarketingassistant.com.au. Cancellations will incur the following fees :

Real Estate Client Shoots

- 50% of job value if cancelled 24 hours prior.
- 80% of job value if arrived on site and the home cannot be photographed.

Commercial Client Shoots

- 50% of job value if cancelled 24 hours prior.
- 50% of job value if cancelled 7 days prior for overnight and travel based bookings.
- 100% of job value of job if full day job and project cannot proceed on day.

Rescheduling

A rescheduling fee of 10% job value will occur if rescheduling takes place. less than 36 hours prior to booked in shoot time.

9. ACCOUNTS & TERMS

9.1 Payment Term Options

Secret Society Pty Ltd offers you 3 payment methods. Only one payment method can be arranged per office:

1. 30 Day account - Payment in Full

All Jobs booked and completed within a calendar month are charged in full to the agency and payment is to be made in full by no later than the 5th of the next Calendar month (Director's Guarantee Required).

2. 60 Day Account - Direct Debit

All Jobs booked and completed in a calendar month will be invoiced and Direct Debited in 4 equal weekly payments during the course of the following calendar month

3. COD

Payment is due in full at time of booking or prior Property Shoot taking place.

To change payment terms for your office, a written request must be made via email to accounts@mymarketingassistant.com.au. Once request is received, it may take up to 30 days to change payment terms. Payment Terms are to be decided upon and put in place at the initial set up meeting. Payment options 1 and 2 are not available to commercial clients unless otherwise stated by Secret Society Pty Ltd. It is our right to refuse payment options to anyone we choose.

9.2 Overdue Accounts

All overdue accounts will be issued with a \$55 late fee, following month late fees are charged at 10% of the outstanding balance every 30 days. Accounts issued for outsourced collection will incur further collection fees.

10. INSURANCE & INDEMNITY

Secret Society Pty Ltd is covered by our own Insurance policies. We are in no way responsible for any damage to property or other caused by external parties when completing works for any other business. The liability of any other parties other than Secret Society Pty Ltd is solely their own and is in no way the responsibility of Secret Society Pty Ltd.

Secret Society Pty Ltd is not liable for any outcome perceived to be unfavourable to our clients due to delay in the delivery of our products.