

Definitions

Agreement

This Agreement exists between Parker Travel Collection (hereinafter termed 'TourismPix.com' and the Client (hereinafter termed 'the Operator'), and stipulates the Terms and Conditions under which TourismPix.com will provide the Services to the Operator

TourismPix.com

TourismPix.com is an online entity of the Parker Travel Collection (www.parkertravelcollection.com)

Operator

The Operator is the person, company or other legal entity which requires Services from TourismPix.com

Services

TourismPix.com provides 'image hosting' services, namely the serving via the World Wide Web of an inventory of electronic assets being images in RGB JPEG or GIF formats and/or textual content in Windows PC format

The Services provide members of the public, media, trade and travel industry with access to electronic downloads of the assets, upon entry into the site using a username and password supplied on request to TourismPix.com of the Operator

Details of the username and password are provided to the Operator upon launching the Services allowing the Operator to provide such details to interested parties

The exact specifications of the Services are outlined at www.TourismPix.com including instructions on use of the Services

These **Services** will be provided subject to Terms and Conditions outlined herein

Operator's Electronic Assets / Obligations of the Operator

Prior to commencement of Services, the Operator shall provide TourismPix.com with the following :

- a signed copy of this Agreement
- a CD-ROM or DVD-ROM including all images to form part of the Services
- images in RGB JPEG or GIF format with a maximum file size of 3 megabytes per image
- a one paragraph description of the Operator's product/services to appear on the TourismPix.com website
- note : content provided must be readable in Windows PC format
- all files provided to TourismPix.com should be free of viruses and other computer borne infections

Use of Operators Assets

The intent of the Services is to provide third parties electronic access to the Operator's assets for the purpose of use including but not limited to reproduction of the assets in :

- brochure material
- other printed publications
- websites
- advertising initiatives

promoting the services of the Operator and/or TourismPix.com

Due to the electronic format of the assets TourismPix.com cannot provide any warranty in relation to actual use and distribution of the assets, however access to the assets is restrained to visitors

to the TourismPix.com website in conjunction with the username and password provided by TourismPix.com and/or the Operator to users of the TourismPix.com website

Payment

TourismPix.com shall provide an invoice for :

Application Fees – a non-refundable once-only component providing set up of the Operator on TourismPix.com website

Annual Fees – annual image hosting fees (payable on a recurring annual basis)

Upon Payment of the invoice/s within the timeframe nominated, the Operator shall be entitled to the Services stipulated in this Agreement

Warranties by the Operator

The Operator grants TourismPix.com irrevocable, perpetual and unlimited license to use the electronic assets in the manner deemed suitable by TourismPix.com in providing the Services, including but not limited to storage, retrieval, copying, modification, transmission, publication and making available to others the electronic assets, either electronically or by any other means.

This license includes use of the electronic assets (including actual assets, content, trading names, trademarks) by TourismPix.com for promotion of its own Services and the services of the Operator. This license granted by the Operator includes the right of TourismPix.com to sub-license its rights to third parties.

The Operator represents and warrants it is and will remain the holder of any and all intellectual property rights, including but not limited to :

- copyright ownership rights
- portrait rights
- talent clearance
- and any other rights needed

to rightfully grant the aforementioned licenses.

The Operator indemnifies and holds harmless TourismPix.com in relation to any action, claims or damages that may arise if the Operator fails to meet the above mentioned warranties in relation to all ownership rights.

The Operator grants TourismPix.com the right to sub-license, sub-contract or assign all or any part of its rights and obligations under this Agreement without the Operator's prior consent.

Warranties by TourismPix.com

TourismPix.com undertakes to provide Services for the Operator, as close as reasonably possible to 24 hours per day, 7 days per week, 365 days per year.

TourismPix.com shall not be liable for

- any loss or damage occasioned by the provision of the Services or lack of provision of the Services
- any loss or damage due to planned or unplanned outages or inaccessibility to the Services
- indirect or consequential loss or damage resulting from failure by TourismPix.com to provide, fully provide or provide in a timely manner the Services, unless such loss arises from proven gross negligence or wilful misconduct of TourismPix.com personnel
- loss or damage occasioned by an unforeseen event beyond the control of TourismPix.com which can not be reasonably avoided, including but not limited to accident, theft, acts of terrorism, fire, flood, earthquake, explosion, personnel disputes, failure or delay of delivery by any supplier, war, stoppage, electricity failure, government or local authority regulations, or technical malfunctioning of systems which are part of the internet or the Services.

Claims and Limitation of Liability

Any alleged claim of the Operator relating to Agreement shall be brought to the attention of TourismPix.com by the Operator in writing, within one calendar month of the occasion giving rise to such claim, following which time any claim shall lapse. TourismPix.com will respond to any claim received within the stipulated timeframe in writing within one month of receipt.

Any liability of TourismPix.com shall be limited to the amount paid by the Operator in consideration of the Services provided during the calendar year of the event giving rise to the Operator's claim.

TourismPix.com shall provide email support for all Operators who wish to query any aspect of the Services provided.

Provision of Services

TourismPix.com reserves the right, at its sole discretion, to refuse provision of Services or cease provision of Services.

Should TourismPix.com identify that the Operator assets incur excessive use of the Services (identified as large bandwidth usage tracked by the web application) TourismPix.com may contact the Operator to resolve the issue (which may be resolved by way of increased annual fees payable by the Operator by mutual agreement, or cessation of services, at the discretion of TourismPix).

Cessation of Services

In the case of cessation of Services by TourismPix at its discretion, pro-rata fees paid to TourismPix.com will be refunded to the Operator (eg. Annual fees are prepaid, and if Services are ceased after 6 months, 50% or 6/12 of prepaid annual fees will be refunded to the Operator)

Termination

Without prejudice to any statutory rights, either party may terminate this Agreement with provision of one month's written notice to the other Party, without further consideration being due to the other Party (in the event of termination by TourismPix.com, the refund described in "Cessation of Services" shall apply).

Annual Renewal

In the absence of any Cessation or Termination, this Agreement is perpetual in nature and will be renewed, without further written agreement, on an annual basis. TourismPix.com will invoice the Operator for renewal, and payment of this invoice will provide a further calendar year of Services, governed by the terms of this Agreement.

Governing Law

This Agreement is exclusively governed by the law of Australia. Any unresolved dispute arising in connection with the Agreement shall be submitted to the relevant court in Brisbane, Australia, or to any other applicable forum chosen by TourismPix.com.

This Agreement executed on

This _____ day of _____ 200_____

Signed : _____

Signed : _____

Print name : _____
(The Operator)

Parker Travel Collection t/a TourismPix.com