

DEFINITIONS

1.1 "Images In Space" shall mean Images In Space Limited, or any agents or employees thereof.

1.2 "Client" shall mean the person or entity entering into an agreement with Images In Space for the provision of Services and/or agreeing to these terms of trade. "Client" shall also mean the person logging on to the Images in Space web site.

1.3 "Services" shall mean all services and advice provided by Images In Space to the Client and shall include without limitation all photography, database and image management services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Services by Images In Space to the Client.

1.4 "Price" shall mean the cost of the Services as agreed between Images In Space and the Client and includes all disbursements eg charges Images In Space pay to others on the Client's behalf subject to clause 7 of this contract.

1.5 "iBank" shall mean Images in Space's high resolution image library service.

1.6 "Fetch" shall mean Images in Space's low resolution Image and data Library service for use in Space Management planograms and online shopping websites.

2. ACCEPTANCE

2.1 Any instructions received by Images In Space from the Client for the supply of Services shall constitute a binding contract and further acceptance of the terms and conditions contained herein.

3. OWNERSHIP

3.1 Images In Space acknowledges and agrees that the Client is the sole owner of any products, photographs and/or images delivered to it by the Client including the copyright and any other intellectual property in the photographs and images. Images In Space has the absolute right to use, copy and sell the photographs and images on its website.

3.2 The Client acknowledges and agrees that Images in Space is the sole owner of the copyright and any other intellectual property in iBank, Fetch, and the services provided by the Images in Space web site.

4. PHOTOGRAPHY

4.1 The Client will, at its own cost and risk, deliver any product(s) it would like photographed to Images in Space at its normal business address or as it directs.

4.2 Images In Space will photograph the products received by the client and store the images on its website and any other medium it may decide, upon payment of the price referred to in clause 7 below.

4.3 Once photography of product(s) is complete, Images in Space will not return said product(s) to the Client unless asked to do so prior to photographing the said product(s).

4.4 Any costs associated with returning products to the Client will be at the Client's cost and risk.

4.5 Images in Space has the right to refuse any images or products supplied to it for inclusion in its databases which Images in Space, in its sole discretion, deems unsuitable for inclusion.

5. DATABASE MEMBERSHIP

5.1 The Client may become a member of Images in Space' database by Images in Space accepting the Client's completed registration form and request for login and password.

5.2 Upon being accepted as a database member, and payment of any applicable fee, Images in Space will:

5.2.1 Email the Client's login details to it at the email address provided in the registration form once the login is enabled. The Client's login details will remain confidential to the Client and Images in Space and shall not be disclosed by the Client to any other person or entity;

5.2.2 While the Client is up to date on any applicable fees, grant the Client a personal, non-exclusive, non-transferable licence with no right to sub-licence, to access the database images, and to otherwise use the images, in each case in New Zealand, for the Client's own business purposes, and without breaching any intellectual property rights in the images including

trademarks and copyright, and without using the images, or allowing the images to be used, in any way to compete with Images in Space, and without altering, modifying, reproducing, redistributing, manipulating or retouching the images in any way. The Client's obligations (but not rights) under this clause apply regardless of whether the Client is up to date on any applicable fees.

5.2.3 Maintain the website to ensure that the Client is able to enjoy the rights granted in these terms.

5.3 The Client will not share with any other person or entity, or allow to be shared with any other person or entity, its log-in details or log-in details provided by Images In Space or any images downloaded from any of the Images in Space services to any of the Client's employees or agents or any other third party. The Client will not allow any other person or entity to see or use the database images, other than as expressly stated in these terms and conditions. The Client will be liable for any losses suffered by Images In Space as a result (both direct and indirect) of the Client sharing or allowing to be shared with any other person or entity, its log-in details or log-in details provided by Images In Space or any images downloaded from any of the Images in Space services to any of the Client's employees or agents. The Client will also be liable for any losses suffered by Images In Space as a result (both direct and indirect) of the Client allowing any other person or entity to use the database to see or use the database images other than as expressly stated in these terms and conditions.

5.4 The Client will not store any images downloaded from iBank in any database or asset management system, and agrees that the images in iBank are to be used for a single use.

5.5 The client may store the images downloaded from Fetch at the clients site, and agrees that the downloaded images will only be used to supplement Space Management planograms and online shopping web sites, and may not be used for any other purpose without prior written permission.

6. COLLECTION AND USE OF INFORMATION

6.1 The Client authorises Images In Space to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Services provided by Images In Space to any other party.

6.2 The Client authorises Images In Space to disclose any information obtained to any person for the purposes set out in clause 6.1.

6.3 Where the Client is a natural person the authorities under clauses 6.1 and 6.2 are authorities or consents for the purposes of the Privacy Act 1993.

7. PRICE

7.1 Where no price is stated in writing either in a quotation, or on the website, or otherwise agreed to orally, the Services shall be deemed to be provided at the amount such Services are ordinarily provided by Images In Space at the time the order is made or database membership accepted.

7.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services that is beyond the control of Images In Space between the date order is made or database membership accepted and delivery of the Services (except as otherwise agreed in any Services Agreement between the parties).

8. PAYMENT

8.1 Payment for Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").

8.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

8.3 Any expenses, disbursements and legal costs incurred by Images In Space in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

8.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

9. WARRANTIES

9.1 Images in Space warrants that:

9.1.1 The images downloaded from Fetch will be able to be used in currently available versions of Apollo, Spaceman or any major commonly used alternative space management software packages that may be used in New Zealand to enable creation of planograms for in-store merchandising; and

9.1.2 The images downloaded from iBank will be able to be used in all the major commonly used graphic design software packages that may be used in New Zealand to enable creation of pages which will be commercially printed.

9.2 The Client warrants that:

9.2.1 All details submitted in the registration form are correct to the best of the Client's knowledge at the time of submitting; and

9.2.2 The company or individual whose name appears with the Client's login details is the sole user of the Images downloaded using that login; and

9.2.3 The Client will update its user profile if any of the details contained in the profile change in any material way; and

9.2.4 No consent or approval from any third party is required before Images in Space photographs any product(s) delivered or otherwise provides Services to the Client; and

9.2.5 Images in Space may distribute the images it creates by photographing the Client's products or photographs that are supplied to it by the Client, in a manner that is consistent with Images in Space' normal business practices, to any registered member of Images In Space' website.

10. CONFIDENTIALITY

10.1 Neither party will without the other's prior written consent use, copy or disclose to any third party, or cause or permit to be used, copied or disclosed to any third party, any images, or any information or images created using the images, other than as provided in these terms.

11. DISPUTES

11.1 No claim relating to Services will be considered unless notified by the Client in writing within fourteen (14) days of supply. Before any Court action is commenced by either party, any dispute will be referred to a mediator to be agreed between the parties, and failing agreement a mediator nominated by the President of the New Zealand Law Society.

12. LIABILITY

12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Images In Space which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Images In Space, Images In Space's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

12.2 Except as otherwise provided by clause 12.1 Images In Space shall not be liable for:

12.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Services by Images In Space to the Client (including damage to products delivered to Images in Space for photographing), including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Services provided by Images In Space to the Client.

12.3 The Client shall indemnify Images In Space against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Images In Space or otherwise, brought by any person in connection with any matter, act, omission, or error by Images In Space its agents or employees in connection with the Services.

12.4 The Client shall indemnify Images In Space against all claims and loss of any kind whatsoever including consequential loss caused or arising as a result of the Client's breach of these this agreement.

12.5 If contrary to the disclaimer or liability contained in these terms and conditions of trade Images in Space is deemed liable to the Client, following and arising from the supply of Services by Images In Space to the Client, then such liability is limited in its aggregate to the fee for the service in respect of which such liability arises.

13. TERMINATION

Images In Space may terminate this agreement immediately upon any breach of these terms.

13.1 Following termination for breach of this agreement:

13.1.1 The Client must immediately pay Images In Space all amounts payable under the agreement (whether or not they have fallen due for payment);

13.1.2 Images In Space may continue to store the images on its database and allow other database members to access them;

13.1.3 The Client must immediately cease using any images other than images of its own products, and must remove those images from its computer and storage systems.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

14.1 If the Client is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Images In Space agreeing to supply Services and grant credit to the Client at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Images In Space the payment of any and all monies now or hereafter owed by the Client to Images In Space and indemnify Images In Space against non-payment by the Client, and in relation to any losses (direct or indirect) suffered by Images In Space as a result of the Client's breach of these terms and conditions. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Client shall be jointly and severally liable under the terms and conditions of this contract, for payment of all sums due hereunder, and for any losses (direct or indirect) suffered by Images In Space as a result of the Client's breach of these terms and conditions.

15. MISCELLANEOUS

15.1 Images In Space shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

15.2 Failure by Images In Space to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Images In Space has under this contract.

15.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.4 These the terms and conditions contained in this and any signed Services Agreement between the parties contain all of the terms, representations and warranties made between the parties and supersede all prior discussions and agreements covering the subject matter of this agreement. Except as specifically provided, no amendment to this agreement will be effective unless it is in writing and signed by both parties.

I have read and understood these terms and conditions.

Signed:

Company Name: