

TERMS OF USE FOR ACCESSING THE DIGITAL PHOTO LIBRARY (THE “TERMS OF USE”)

SCOPE

1. This Terms of Use contains the terms and conditions regarding your access to the Digital Photo Library (the “Photo Library”) operated by Creative BC (“Creative BC”).
2. By providing the contact information required in Schedule A (the “Contact Information”) and by signing this Terms of Use, you hereby request access to the Photo Library and indicate your acceptance of the terms and conditions contained in this Terms of Use.
3. You warrant and represent that the Contact Information provided by you is true and accurate.
4. You agree to update the Contact Information as it changes from time to time.

GRANT OF LIMITED LICENSE

5. Subject to Creative BC’s acceptance of your request for access to the Photo Library, which may be withheld by Creative BC in its sole discretion, you are granted a limited license (the “License”) to view, print, copy, or download photographs of location sites and the relevant contact information displayed with those photographs in the Photo Library (“Location Shots”) for the sole purpose (the “Authorized Purpose”) of scouting locations for a film industry project, including a commercial, documentary, motion picture or television production, that is reported to Creative BC (a “Project”).
6. You acknowledge that the License does not grant you any ownership of, or copyright in, the Location Shots or Photo Library.
7. Under the License, you may not:
 - a. use the Location Shots for any purpose other than the Authorized Purpose including, without limitation, using the Location Shots for any commercial purpose or for public display (whether commercial or non- commercial); or
 - b. modify the Location Shots or remove any copyright notices or other proprietary notations contained in or on the Location Shots.

PASSWORD PROTECTION

8. Once you have been trained by Creative BC on how to access the Photo Library, you will be provided with a unique password that will allow you to access the Photo Library (the “Password”).
9. You agree to maintain the confidentiality of your Password and, without limitation, you agree that you will not share your Password with third parties or permit third parties to use your Password.
10. You agree to accept full responsibility for all activities arising from the use of your Password.
11. You agree to promptly notify Creative BC if you become aware of any unauthorized use of your Password and, thereafter, to take such reasonable steps as may be reasonably required or expressly specified by Creative BC to prevent any reoccurrence of such unauthorized use.

ACCESS

12. Your access to the Photo Library is at the sole discretion of Creative BC and Creative BC may suspend all or part of your access to the Photo Library at any time and for any reason without notice.
13. You agree that you will not access or attempt to access the Photo Library unless:
 - a. you are a British Columbia film industry scout, assistant location manager or location manager (“Film Industry Professional”);
 - b. you are working on a Project; and
 - c. your access or attempt to access the Photo Library is only for the Authorized Purpose.

TERMINATION

14. You agree that Creative BC may terminate this Terms of Use, including the License, for any reason, including your failure to comply with this Terms of Use, at any time and without notice to you.
15. Upon termination of this Terms of Use, you agree to immediately destroy any Location Shots in your possession, whether in electronic or printed format.

DISCLAIMER

16. The information contained in the Photo Library, including the Location Shots, is provided as a service to representatives of the motion picture and television production industry. While all information in the Photo Library is believed to be reliable, Creative BC does not guarantee the quality, accuracy, completeness or currency of the information provided, and you should not assume that information in the Photo Library is error free.

17. Creative BC disclaims all warranties, representations and conditions regarding use of the information provided in the Photo Library, including all implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement whether express or implied, or arising from a course of dealing, usage or trade practice.

LIMITATION OF LIABILITY

18. Creative BC is not responsible for any direct, consequential, punitive or any other damages whatsoever and howsoever caused, arising out of any errors or omissions by Creative BC or out of or in connection with the Photo Library or the use of the Photo Library or any delay or inability to use the Photo Library or from reliance on Creative BC or the Photo Library, including without limitation any loss of use, lost data, lost profits, business interruption, personal injury, or any other pecuniary or non-pecuniary loss, whether based on negligence, breach of contract or any other cause of action, even if Creative BC has been informed of the possibility thereof.

INDEMNIFICATION

19. You agree to indemnify and save harmless Creative BC and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that Creative BC or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Terms of Use is terminated, which are based upon, arise out of or occur, directly or indirectly, by reason of either of:

- a. your breach of this Terms of Use; or
- b. your use of the Photo Library or the information provided within the Photo Library.

APPLICABLE LAW

20. The laws of British Columbia will govern as to the interpretation, validity and effect of this Terms of Use. You consent and submit to the exclusive jurisdiction of the courts of British Columbia in any action or proceeding instituted under or related to this Terms of Use, or your use of the Photo Library or the information it contains.

MISCELLANEOUS

21. If any provision of this Terms of Use is unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Terms of Use and will not affect the validity and enforceability of any remaining provisions.

22. This Terms of Use constitutes the entire agreement between the parties relating to the matters contained herein and cannot be modified except in writing by Creative BC.

23. Creative BC may modify this Terms of Use at any time by providing you at least 14 days' prior written notice at the Contact Information you provided (as updated by you from to time pursuant to section 4), and your continued use of the Photo Library after such notice constitutes acceptance of the modified Terms of Use.

24. Sections 6, 7, 9, 10, 11, and 16 to 21 will continue in force indefinitely, even after this Terms of Use terminates.

Name: _____ Job title: _____

Cell #: _____ Email: _____

Signature: _____ Date signed: _____

Creative BC Representative: _____