



Commercial Use License:

This Commercial Use License (“License”) is a legal agreement between you (“Licensee”) and Tony Stoddard/Wild Birds NZ (“Licensor”). By downloading photographs from WildBirds.NZ, you agree to be bound by the terms and conditions of this License.

01 - Grant of License: Licensor grants Licensee a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and publicly display the photograph for commercial purposes.

02 - Permitted Uses: Licensee may use the photograph for commercial purposes including but not limited to advertising, marketing, promotions, product packaging, and online/offline publications.

03 - Attribution: While not required, attribution to the Licensor is appreciated whenever the photograph is used.

04 - Modifications: Licensee may modify the photograph as necessary for their commercial purposes.

05 - Prohibition on Reproduction for Onselling at a Profit: Licensee may not reproduce the photograph for onselling at a profit. The photograph may only be used directly in connection with Licensee’s commercial activities as specified in this License.

06 - Ownership: Licensor retains all rights, title, and ownership of the photograph, including all copyrights and intellectual property rights. This License does not transfer any ownership rights to Licensee.

07 - No Exclusivity: This License does not grant Licensee exclusive rights to the photograph. Licensor reserves the right to license the photograph to other parties.

08 - Termination: This License is effective until terminated. Licensor reserves the right to terminate this License at any time if Licensee breaches any terms herein. Upon termination, Licensee must cease all use of the photograph and destroy any copies in their possession.

09 - Disclaimer: The photograph is provided “as is” without any warranties, express or implied. Licensor shall not be liable for any damages arising out of the use or inability to use the photograph.

10 - Governing Law: This License shall be governed by and construed in accordance with the laws of New Zealand / Aotearoa.

11- Agreement of Terms: By downloading the photograph, Licensee agrees to be bound by the terms of this License.