

## Orca Spirit Adventures Ltd

### Images and Trademark Use Terms and Conditions for Media and Industry (“the User”)

1. Orca Spirit Adventures Ltd is pleased to offer the User a selection of Photographic Images for use in editorial and/or promoting visitations to Orca Spirit Adventures at no cost to the User, on the understanding that the images and the Trademark “*Orca Spirit Adventures*” will be used for the aforesaid purpose and not in conjunction with any other goods, wares or services of the User. The User shall not represent directly or indirectly that Orca Spirit Adventures, in anyway endorses or promotes them. The Photographic Images and Trademark shall only be used in accordance with the terms and conditions herein contained.
2. The User hereby acknowledges Orca Spirit Adventure’s ownership and copyright of the photographic images and agrees to identify the images and credit them as “Courtesy of *Orca Spirit Adventures*, Victoria, BC, Canada” whenever possible.
3. The User hereby acknowledges Orca Spirit Adventure’s ownership of the Trademark “*Orca Spirit Adventures*”.
4. Any change, alteration or manipulation, by computer or otherwise, other than colour enhancement, of the Photographic Images is not permitted.
5. The User may use the Photographic Images within their editorial alone or in combination with other tourism-related images provided that Orca Spirit Adventure’s Photographic Images are clearly identified as stated in Paragraph 2.
6. The User agrees not to use “*Orca Spirit Adventures*” in a manner that would imply affiliation or endorsement of its business. “*Orca Spirit Adventures*” may be used to describe images as noted above or to describe the destination.
7. The permission to use the Photographic Images and “*Orca Spirit Adventures*” is specific to the User and is not assignable or transferable.
8. The permission to use the Photographic Images and “*Orca Spirit Adventures*” is nonexclusive and Orca Spirit Adventures retains the copyright to the Photographic Images and the ownership of “*Orca Spirit Adventures*” and reserves the right to permit the use of the Photographic Images and “*Orca Spirit Adventures*” to other users at any time, for any purpose. In addition, Orca Spirit Adventures itself may at any time use the Photographic Images and Trademark for any purpose whatsoever.
9. Should the User require further images or wish to use the Photographic Images or the name “*Orca Spirit Adventures*” for other purposes, then it shall obtain the written permission of Orca Spirit Adventures to do so and the User agrees the terms and conditions of this agreement shall, with the necessary changes, apply to and be incorporated into such written permission.
10. This agreement may be terminated without notice, at the option of Orca Spirit Adventures if the User uses the Photographic Images provided by Orca Spirit Adventures or the Trademark “*Orca Spirit Adventures*” for any purpose other than that permitted under this agreement, or in any manner that is in contravention of the this agreement.
11. Upon termination of this agreement, the User agrees to return to Orca Spirit Adventures all photographic material provided to them by Orca Spirit Adventures and/or delete any images in electronic format.

## Orca Spirit Adventures

### Images and Trademark Use Terms and Conditions for Media and Industry Contracts (“the User”)

The signature of the User’s authorized representative appearing below signifies the User’s agreement to abide by the terms and conditions in this document.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, Province/State, Country

\_\_\_\_\_  
Date

( ) \_\_\_\_\_  
Telephone

\_\_\_\_\_  
Nature of use of images

\_\_\_\_\_  
Name of user who will log on  
Please print clearly

\_\_\_\_\_  
E-mail address of specified user  
Please print clearly

Either fax to (Canada Country Code is 1) 250-383-8411, or scan and e-mail to [sales@orcaspirt.com](mailto:sales@orcaspirt.com)