

Terms and Conditions

VERSION	1.0
EFFECTIVE	26 September 2026
GOVERNING LAW	Queensland, Australia
CONTACT	licensing@urbanarchive.au

These Terms apply to every licence issued by Urban Archive from the effective date above. The version in force on the day you purchase is the version that applies to your licence.

1. ACCEPTING THESE TERMS

When you purchase, download, access or use an Asset, you accept these Terms. If you don't agree with them, please don't use the Asset.

2. DEFINITIONS

Asset. A photographic record identified by a permanent code, for example UA-20260809-1225. The code is the file name without its extension; panoramas end in -Pano.

Identifier. The permanent code assigned to an Asset.

Licence. The permission Urban Archive grants you to use an Asset, on the terms set out here and in the Licence Confirmation.

Licence Confirmation. The invoice and order details recorded through Urban Archive's website at purchase, including anything you enter at checkout. Taken together, they set out the Asset or Assets, the Client, the licence type, the Purpose, the Territory, the Term, the date payment was confirmed and the fee and, for a licence by quotation, the quotation you accepted.

Client. The person named as the buyer on the invoice and in the Licence Confirmation. If a business is named with the person (for example "Dimitr Kovalski, Ray White"), the Client is that person acting for that business.

Purpose. The use described in the Licence Confirmation, for example a single property listing, a development marketing campaign, or an internal planning report. If your order doesn't describe the use, the Purpose is one Project of the kind shown by the usage you chose at purchase.

Territory. The geographic area in which the Purpose may be carried out. Unless your quotation states otherwise, the Territory is Australia for printed and physical use, and anywhere for online use.

Term. The period during which the Purpose may be carried out. For a Single Property Listing licence it is the period you choose at purchase, 6 months or 1 year, starting on the date Urban Archive confirms your payment. Digital, Digital & Limited Print and Publishing & Editorial licences have no end date. For a licence by quotation, the Term is the one in the quotation.

Project. One identifiable undertaking by the Client. A single listing, a single development site, a single campaign, a single publication, or a single report. Two sites, two listings or two campaigns are two Projects, even where the Client is the same. A Single Property Listing licence covers one property listing only. Marketing a whole building or several dwellings needs a licence quoted by Urban Archive.

Adapted Copy. A delivered file prepared by Urban Archive at the Client's request, with a different crop or with faces, registration plates or other identifying details obscured. It is marked as adapted in its metadata.

Use. Reproducing, publishing, displaying, storing, communicating or distributing an Asset outside Urban Archive's own systems.

3. THESE TERMS AND THE LICENCE CONFIRMATION

Read these Terms together with your Licence Confirmation. Where the two differ on the scope of a particular licence, the Licence Confirmation applies.

4. WHAT YOU'RE ACTUALLY BUYING

Urban Archive doesn't sell images. It licenses them. The files delivered to you are licensed copies for your use. The original archival files stay with Urban Archive.

5. COPYRIGHT AND MORAL RIGHTS

Urban Archive owns all copyright in every Asset. These Terms don't transfer that ownership to you. Urban Archive also keeps its moral rights under Part IX of the Copyright Act 1968 (Cth).

6. CREDIT

Where an Asset appears in a published document, website, article, presentation or exhibition, please credit it in this form: **Photo: ID: UA-YYYYMMDD-NNNN, www.urbanarchive.au**

Credit isn't required on an online property listing under a Single Property Listing licence (the listing page on a portal or on the agent's own website), in a paid advertisement for a property under a Single Property Listing licence where the format has no room for a credit, on internal working documents, on planning submissions, or on material that isn't published. Otherwise, credit is required wherever an Asset appears in a newspaper, magazine, article, book, presentation or exhibition, whatever the licence type. If your format makes a visible credit impractical, ask us before publishing and we'll agree an alternative in writing. If you change an Asset in a way [clause 12](#) doesn't allow, you must not credit the changed version to Urban Archive, and you must remove it within 14 days of our request.

7. WHAT THE LICENCE COVERS

Your licence is non-exclusive and non-transferable. It applies only to the combination set out in the Licence Confirmation: the Asset, the Client, the Purpose, the Territory and the Term. Anything outside that combination needs a separate licence.

Your licence starts on the date Urban Archive confirms your payment and runs for the Term, or without an end date where these Terms say so. Your Licence Confirmation records that date.

Digital, Digital & Limited Print and Publishing & Editorial licences have no end date. They stay in force for the Project they were bought for, and the other limits in these Terms continue to apply. For a Single Property Listing licence, the Asset must stop being shown online when the Term ends. Under the digital + print version, printed copies produced within the Term may stay in use. A licence by quotation runs for the Term stated in the quotation.

When the Term ends, a new licence is needed to continue the Use or to start a new one.

8. LICENCE TYPES

The scope of your licence depends on the licence type and usage you chose at purchase. They are shown in Urban Archive's published pricing and recorded in the Licence Confirmation. For a licence by quotation, the scope is the one stated in the quotation you accepted. The licences sold online are Digital, Digital & Limited Print, Publishing & Editorial, Single Property Listing digital and Single Property Listing digital + print. Digital covers online use only: websites, social media, blogs, email and apps. Digital & Limited Print adds print for brochures, reports and presentations, up to 50,000 printed copies. Publishing & Editorial covers editorial use, for one edition in print or digital form, in books, e-books, magazines, newspapers and news websites, and not advertising. Anything else is licensed by quotation, including several photos, a longer Single Property Listing term, advertising campaigns, larger print runs, covers, art prints and exclusivity. To ask, write to licensing@urbanarchive.au.

9. ONE LICENCE, ONE PROJECT

A licence covers one Project. A new Project needs its own licence. The licence is personal to the Client. If a business is named with the Client, the Client may use the Asset for that business in that Project. Colleagues, designers, printers and web developers may handle the Asset only to carry out that Project on the Client's behalf. Other people, offices or companies, including other staff of the same business, need their own licence for their own Projects. If you buy for someone else, for example an agency for its client, tell us at checkout. The Client is the party that will use the Asset.

A licence also covers only the Asset you purchased. Where a location is photographed again on a later date, that later photograph is a separate Asset and needs its own licence.

10. WHAT YOU CAN'T DO

You can't resell an Asset, sublicense it, distribute it as stock, or pass it on to an unrelated third party. You can't alter it, except as [clause 12](#) allows. You can't remove its metadata or Identifier, except as [clause 13](#) allows.

11. AI AND MACHINE LEARNING

Urban Archive does not license Assets for AI or machine learning training, and no licence type includes it. You can't use any Asset, in whole or in part, to train, develop, test, evaluate, fine-tune or improve any AI or machine learning system. You must not buy a licence if that is your purpose.

You also can't upload, store or publish an Asset in a location or service where you know, or reasonably ought to know, that it will be collected for that purpose.

Assets, their metadata and their coordinates may not be scraped or bulk downloaded from Urban Archive's systems, whether or not AI is involved.

This clause continues to apply after your licence ends.

12. WHAT YOU CAN CHANGE

You can't change an Asset in any way. That includes cropping, retouching, changes to colour, exposure or tone, obscuring faces or registration plates, adding, removing, moving or replacing anything shown in the image, adding text, logos or graphics over it, and any change made with AI tools. You also can't combine an Asset into a new derivative stock asset. Every Asset is composed and finished by Urban Archive, and changes made elsewhere can't be quality checked.

If you need a different crop, or faces, registration plates or other details obscured, ask Urban Archive to prepare an Adapted Copy (see [clause 14](#)).

Scaling an Asset in a layout is not a change for this clause. Nor is resizing or compression that a website, portal or platform applies automatically when you upload an Asset.

13. KEEP THE IDENTIFIER AND METADATA INTACT

Don't remove, hide or alter the Identifier or the metadata attached to an Asset in the files you hold, store or pass to your contractors. This information is what lets us trace where each image came from.

Many websites and social platforms strip metadata from uploaded images automatically. If a platform does that on its own when you publish, it is not a breach of this clause. Where [clause 6](#) requires a credit, you still need to give it. Don't remove metadata yourself, for example by exporting a copy without it or by running a tool that strips it.

If we ask, give us a copy, link or screenshot of each place an Asset has been published or used, together with your Licence Confirmation reference. We use that, together with the marks in the image itself, to check that the use matches your licence and that the Asset has not been changed.

[Clause 11](#) applies whether or not an Asset still carries its metadata.

14. PEOPLE, VEHICLES AND PRIVATE PROPERTY

Assets are made from public streets and other public spaces. They record what was visible at the time, which may include people, vehicles, registration plates, signage and private property.

Urban Archive doesn't provide model releases or property releases with any Asset. No Asset is cleared for use that suggests a person, business, vehicle owner or property owner endorses a product, service, project or organisation.

Before you publish an Asset, you're responsible for any consent, release or clearance your intended use requires.

You must not use an Asset in a way that identifies or targets an individual, or that places a person, vehicle or property in a defamatory or misleading context.

If you'd like an Adapted Copy, ask before purchase. Urban Archive prepares a different crop, or obscures faces and registration plates, at no extra charge for the Asset in a licence bought online and for up to 10 Assets in a licence by quotation, within five business days of your request. For more Assets, or for other

details, Urban Archive may charge an additional fee, quoted before work starts. Faces and registration plates are not obscured in archival master files.

Delivered files receive only technical corrections: exposure, perspective and light cropping, and, for panoramas, stitching of several frames. Nothing is added or removed. Urban Archive keeps the original camera files and will show them to a court, tribunal or regulator that asks to see them. It may also show them to a client or other party where Urban Archive agrees this is needed to resolve a dispute about an Asset, on conditions Urban Archive sets. [More on people, vehicles and property.](#)

15. ARTWORK AND MURALS

Some Assets include murals, street art, posters or other artwork created by third parties. Copyright in that artwork belongs to whoever made it, not to Urban Archive, and your licence doesn't extend to it.

Where an Asset shows third-party artwork as a principal subject, you're responsible for any permission your use requires from the artist or rights holder.

Where Urban Archive knows that an Asset carries third-party artwork, it records that in the file's metadata. Urban Archive doesn't promise that every such Asset has been identified. If you're unsure about a particular Asset, ask before you publish.

16. IF YOU USE CONTRACTORS

A contractor working for you can use an Asset, but only on your behalf and only within your Purpose. They don't get their own licence. You remain responsible for how they use it.

17. DELIVERY AND STORAGE

Assets are delivered digitally. Urban Archive doesn't guarantee to host files indefinitely, so please keep your own secure copies.

18. FEES, GST AND PAYMENT

All fees quoted include GST. A tax invoice is issued at purchase.

A licence takes effect once payment has been received in full. Until then, no Use is permitted.

19. WHAT AN ASSET IS NOT

An Asset records what was visible from a public vantage point on a stated date. It isn't a survey, an inspection, a compliance report, or evidence of boundaries, ownership, structural condition or planning status. Please don't rely on it for those purposes.

Where an Asset carries a Development Status in its metadata, that status comes from a public planning register on the date shown. It isn't a statement about the current status of the site.

20. LIABILITY AND AUSTRALIAN CONSUMER LAW

Assets are provided as they are. To the extent the law allows, Urban Archive's liability in connection with an Asset or a licence is limited to the licence fee you paid for that Asset.

Nothing in these Terms removes any right you have under the Australian Consumer Law that can't lawfully be excluded, including the consumer guarantees. If there's a major failure on Urban Archive's part, you may be entitled to a refund or a replacement. For a failure that isn't major, Urban Archive may choose to supply the Asset again or refund the fee.

Neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue or opportunity, except for loss covered by clauses [21](#) and [25](#) and any liability for infringement of copyright.

21. USING AN ASSET OUTSIDE ITS LICENCE

Using an Asset outside what your licence covers is a copyright infringement.

Where that happens, Urban Archive may invoice you three times the licence fee that would have applied to the actual use, as distinct from the fee you paid.

Payment of that invoice does not give you a licence for that use or any further use, unless Urban Archive confirms otherwise in writing.

That amount is a reasonable pre-estimate of the loss caused by unlicensed use. It accounts for the fee that was never paid, the cost of monitoring the archive and tracing the use, the loss of the chance to price the wider scope before it happened, and the effect on a rights-managed pricing structure whose value depends on scope being observed. It isn't a penalty.

Urban Archive may also require you to stop.

Any use in breach of [clause 11](#) is a copyright infringement. Urban Archive does not license that use at any price, so the invoice above does not apply to it and no payment makes it lawful. Urban Archive may claim damages, including additional damages, and any other relief available to it, and may require you to delete the Asset from any system or dataset where it is held in breach of [clause 11](#) and to stop using any model trained or tuned on it.

This clause doesn't limit any other remedy available to Urban Archive, including additional damages under section 115(4) of the Copyright Act 1968 (Cth).

22. WITHDRAWAL AND TAKEDOWN

Urban Archive may withdraw an Asset from the archive if a person or property owner raises a reasonable objection, if a law, court or authority requires it, or if Urban Archive otherwise considers withdrawal appropriate.

Withdrawal doesn't cancel a licence already in effect. If Urban Archive gives you written notice that an objection or a legal requirement affects an Asset, you must stop making new uses of it within 14 days. You don't need to recall printed material or publications already distributed.

If the notice is given within 30 days of your purchase, Urban Archive will refund the licence fee for that Asset. After that, Urban Archive will refund the part of the fee that covers the unused part of the Term.

23. ENDING A LICENCE

If you breach these Terms, Urban Archive will tell you what the problem is and give you 14 days to fix it. If the breach can't be fixed, or isn't fixed within that time, Urban Archive can end your licence. Urban Archive may end your licence immediately by notice if you breach [clause 11](#). If your licence ends, all Use must stop.

You may stop using an Asset at any time. Fees are not refunded because you change your mind or no longer need the Asset. This doesn't limit any right you have under the Australian Consumer Law or under [clause 22](#).

[Clause 21](#) still applies to any use that has already occurred.

24. PRIVACY

Urban Archive collects the contact, billing and order details you give when you buy or write to us. It uses them to deliver your order, issue invoices, keep records and reply to you, and it does not sell them. The website and payments run on third-party services (PhotoDeck and the payment provider you choose at checkout), which may process data outside Australia. To ask about your information, write to licensing@urbanarchive.au.

25. INDEMNITY

If you use an Asset outside the scope of your licence, or in breach of [clause 14](#) or [clause 15](#), and that causes Urban Archive loss, you agree to cover it, including reasonable legal costs and any claim made against Urban Archive by a third party arising from your use. This covers loss that results directly from what you did, and doesn't extend to loss caused by Urban Archive's own act or omission.

26. FORCE MAJEURE

Urban Archive isn't liable for delays or failures caused by events beyond its reasonable control.

27. CHANGES TO THESE TERMS

Urban Archive may update these Terms. Changes apply to licences purchased after the new version takes effect. Your existing licences stay on the version that applied when you bought them.

28. NOTICES

Notices to Urban Archive go to licensing@urbanarchive.au. Notices to you go to the email address on your Licence Confirmation. A notice is taken to be received on the next business day after it is sent.

29. GENERAL

You can't transfer or assign your licence without Urban Archive's written consent.

These Terms, together with your Licence Confirmation and the pricing and licence type shown to you at purchase, are the whole agreement between us about the Assets they cover. The Image Policy explains Urban Archive's practice and does not form part of these Terms.

If a court finds one clause invalid, the rest of these Terms still apply.

Clauses [5](#), [6](#), [10](#), [11](#), [13](#), [19](#), [20](#), [21](#) and [25](#) continue to apply after a licence ends.

30. GOVERNING LAW

These Terms are governed by the law of Queensland, Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Queensland.

QUESTIONS ABOUT A LICENCE?

Write to licensing@urbanarchive.au and we'll work out the right terms for your use.