



TERMS OF SERVICE (USERS)

1. Acceptance of Terms

By accessing our digital asset library hosted on Cloudinary (the “Platform”) and/or downloading any imagery, video, or other digital assets (“Content”), you agree to be bound by these Terms of Service (“Terms”).

These Terms apply to all users of the Platform, including without limitation browsers, registered users, media, tour operators, partners, and other authorized users.

Please read these Terms carefully before accessing or using the Platform. By accessing or using any part of the Platform, you agree to be bound by these Terms. If you do not agree to all Terms, you may not access the Platform or download Content.

2. Intellectual Property & Ownership

Unless otherwise stated, all Content made available through the Platform is owned by the respective content owner or rights holder and is made available for use under specific conditions.

All intellectual property rights in the Content are reserved unless explicitly licensed to you in writing.

Cloudinary is used solely as a hosting, management, and delivery platform and does not claim ownership of any Content.

3. License to Use Content

Subject to these Terms and any specific restrictions communicated alongside the Content, you are granted a **limited, non-exclusive, non-transferable, revocable license** to view and download Content for approved purposes only.



This license does not transfer ownership of the Content and may be withdrawn at any time if these Terms are breached.

4. Intended Use of Content

The Content made available through the Platform is intended to support the **promotion and marketing of Sun Peaks as a travel destination.**

Permitted use includes, but is not limited to:

- Destination marketing and promotional materials
- Editorial coverage, media articles, and travel features
- Tour operator, travel trade, and partner marketing materials
- Non-paid digital and print marketing that promotes Sun Peaks

All use must directly relate to the promotion of Sun Peaks and align with any brand, usage, or credit guidelines provided with the Content.

Unless expressly approved in writing, Content must **not** be used for:

- Product or service advertising unrelated to Sun Peaks
- Paid third-party advertising campaigns
- Resale, sublicensing, or redistribution to third parties
- Any use that implies endorsement by Sun Peaks of a third-party product, service, or organization

5. Prohibited Use of Content

Unless explicitly permitted in writing, you must not:

- Sell, license, sublicense, rent, or commercially exploit the Content
- Edit, manipulate, or materially alter the Content
- Use the Content in a misleading, defamatory, or unlawful manner



- Use the Content in a way that misrepresents Sun Peaks or its partners

6. Acceptable Use of the Platform

You must not use the Platform in any way that:

- Causes or may cause damage to the Platform or impairs its availability or accessibility
- Is unlawful, illegal, fraudulent, or harmful
- Involves the transmission or hosting of malicious software, including viruses, spyware, or similar technologies

You must not conduct any systematic or automated data collection activities (including scraping, data mining, extraction, or harvesting) from or in relation to the Platform without prior written authorization.

7. User Accounts & Access

Access to restricted areas of the Platform may require a user ID and password.

You are responsible for:

- Maintaining the confidentiality and security of your login credentials
- All activity that occurs under your account, whether authorized or not

You must notify us as soon as possible if you become aware of:

- Any unauthorized use of your account
- Any breach of security related to your account

We reserve the right to suspend or revoke user access at our discretion, without notice, where we believe these Terms have been violated.



8. Termination of Use

Your right to access the Platform and use the Content may be terminated at any time if you fail to comply with these Terms or any applicable usage guidelines.

Upon termination, you must cease all use of downloaded Content unless otherwise authorized in writing.

9. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Continued use of the Platform following any changes constitutes acceptance of the revised Terms.