

# FOUNDMYSELF artStock CONTRIBUTOR AGREEMENT

## OVERVIEW

THE FOLLOWING TERMS OF SERVICE (“TOS”) IS A LEGALLY BINDING, NON-EXCLUSIVE AGREEMENT BETWEEN YOU AND FOUNDMYSELF’S “artStock” PROGRAM (“FOUNDMYSELF”). THE TOS, WHICH MAY BE AMENDED AT THE DISCRETION OF FOUNDMYSELF, DESCRIBES AND CONTROLS YOUR LEGAL RELATIONSHIP WITH FOUNDMYSELF, THE RIGHTS YOU ARE GRANTING TO FOUNDMYSELF IN ANY PHOTOGRAPHS, IMAGES, OR OTHER MEDIA CONTRIBUTED BY YOU TO FOUNDMYSELF, TOGETHER WITH ANY ASSOCIATED MATERIAL, INCLUDING, BUT NOT LIMITED, TO: TITLES, DESCRIPTIONS, KEYWORDS, AND METADATA, SUBMITTED BY YOU TO FOUNDMYSELF (COLLECTIVELY, “CONTENT”) AND WHAT USES FOUNDMYSELF MAY MAKE OF SAID CONTENT. THIS DOCUMENT ALSO EXPLAINS YOUR OBLIGATIONS TO FOUNDMYSELF AND FOUNDMYSELF’S OBLIGATIONS TO YOU; INCLUDING THE OBLIGATION TO PAY YOU AS DESCRIBED IN THIS DOCUMENT.

FOUNDMYSELF RESERVES THE RIGHT TO MODIFY THESE TERMS AT ANY TIME AND TO NOTIFY YOU OF THE MODIFICATIONS AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE BY AN ANNOUNCEMENT ON THE HOME PAGE OF FOUNDMYSELF.COM AFTER LOG IN WITH THE ASSOCIATED SELLING ACCOUNT. YOU AGREE TO BE BOUND BY ALL SUCH CHANGES. IF YOU DO NOT AGREE WITH ANY OF THE CHANGES, YOU MUST REMOVE FROM FOUNDMYSELF ALL CONTENT, OR AT LEAST THAT PORTION OF YOUR CONTENT TO WHICH YOU DO NOT WISH THE CHANGES TO APPLY.

FOUNDMYSELF IS A WORLDWIDE MARKET FOR STOCK MEDIA. FOUNDMYSELF’S CUSTOMERS PAY A FEE TO LICENSE CONTENT FROM THE FOUNDMYSELF WEBSITES (COLLECTIVELY, “FOUNDMYSELF WEBSITES”). CUSTOMERS MAY MAKE BROAD USE OF LICENSED CONTENT AND ARE UNDER NO OBLIGATION TO INFORM FOUNDMYSELF OR YOU OF THE USES MADE OF ANY CONTENT.

By submitting Content to Foundmyself, you hereby grant Foundmyself a worldwide, non-exclusive right and license to reproduce, prepare derivative works of, sublicense and sell any Content uploaded by you and accepted by Foundmyself, until this Agreement is terminated as herein provided. You further grant Foundmyself a worldwide, non-exclusive right to use your name, username and Content in connection with Foundmyself’s marketing and promotional activities, online and offline in print and other marketing materials, without notification or the payment of any compensation to you. Foundmyself, at its discretion, may refrain from any or all of the foregoing without any liability to you. You expressly waive any artists’ authorship or droit moral rights that you would otherwise have under the laws of the State of California, United States Copyright Act or similar laws of any jurisdiction. You also give permission to Foundmyself to add, modify or remove information related to your Content in order to manage and license such Content.

Foundmyself shall have the right, but not the obligation, to license all Content to its customers for use in accordance with Foundmyself’s Standard License, and/or any other licenses Foundmyself may grant or agreements Foundmyself may enter into. Said licensing terms are deemed incorporated into and made a part of the TOS by this reference. If changes are made to any of the foregoing licenses, said changes will only affect customers who purchase Content after the effective date of the changes to those licenses.

## OWNERSHIP OF CONTENT

The copyrights to all Content remain with the owner of those copyrights. Nothing contained herein shall be construed to transfer any copyrights to Foundmyself.

## ACCOUNTS

Foundmyself has the right to close or remove an account for any reason, including but not limited to fraud, intellectual property infringement, violation of a third party’s rights including those of privacy or publicity, submission of material that is deemed by Foundmyself to be obscene or defamatory in nature, failure to comply with Foundmyself’s TOS, or for any breach of the terms of any other agreement that you have with Foundmyself.

To remove your Foundmyself account, a request must be emailed to the site administrators via the contact form, or directly emailed, after which time your account will be closed within sixty (60) days. Until your account is removed,

all Content will remain available for purchase on Foundmyself.

You may request removal of Content from your account at any time, provided that in any ninety (90) day period, you remove no more than (i) 100 items of Content or (ii) 25% of your Content, whichever is greater.

You may not have more than one active contributor account on Foundmyself at any time.

## **CONTENT**

Foundmyself can refuse to accept, or remove, Content from the Foundmyself Websites for any reason, including but not limited to a violation of this TOS or any other agreement that you have with Foundmyself; Content that is deemed by Foundmyself to be obscene or defamatory in nature; Content that may, if not removed, subject Foundmyself or any of its officers, managers, directors or employees to legal action. Foundmyself may attempt to contact you in case of Content removal, but is not required to do so. Content removed by Foundmyself or by you for any reason does not affect the rights or the ability to use Content of customers who purchased Content prior to removal.

Foundmyself shall use reasonable efforts to remove identical Content to that which was removed from Foundmyself from Foundmyself Websites, including co-branded affiliates, if they exist, within sixty (60) days of removal from Foundmyself.

## **CONFIDENTIALITY**

By submitting Content to Foundmyself, you acknowledge that you will acquire certain confidential information, including but not limited to royalty payments, purchase history, and earnings data (collectively, "Confidential Information"). Confidential Information shall not be disclosed to any third party other than representatives, attorneys, accountants, auditors and advisors with a bona fide need to know, who shall first agree to keep the terms confidential.

## **COMPENSATION**

Foundmyself shall pay you a royalty, at a rate determined by Foundmyself and outlined in the Earnings Schedule, the latter of which is incorporated herein, for each unique download of Content for which Foundmyself receives authorized and successful payment. If a customer downloads the same item of Content more than once, you will be paid once only.

Royalty payments and related statements will be issued monthly, on or around the 1st day of each month for the previous month's downloads. Payments are automatic and do not need to be requested.

There is a minimum payout rate of Seventy Five US Dollars (USD 75.00) per accounting period for electronic payments, which Foundmyself may modify upon thirty (30) days written notice to you. If you request that payments be made to you by check, the minimum payment is Two Hundred Fifty US Dollars (USD 250.00) per accounting period. If you haven't accumulated Seventy Five US Dollars (USD 75.00) or Two Hundred Fifty US Dollars (USD 250.00) in royalties during an accounting period, your compensation will be preserved for the next accounting period. If you cancel your account prior to total earnings in your royalty account totaling Seventy Five US Dollars (USD 75.00) or Two Hundred Fifty US Dollars (USD 250.00) in royalties, as applicable depending upon your selected method of payment, such royalties will be forfeited by you.

If your account is terminated for a breach of the material terms of the TOS, in addition to its other rights at law or in equity, Foundmyself shall have the right to retain any royalties and/or other compensation otherwise payable to you hereunder as liquidated damages.

If, after a customer purchases your Content, and you have received royalty payments or credit for that purchase, and said customer cancels or reverses the payment, such as through a credit card chargeback or similar method, Foundmyself reserves the right to remove the equivalent royalty credits from your account on Foundmyself. Foundmyself will not issue you a bill if the amount removed from your account is greater than the accrued credits therein, but your account balance may go into the negative. Foundmyself reserves the right to change this policy at any time. Such change shall not constitute a material modification to the TOS. Foundmyself shall notify you of

any such change with an announcement on your login page. If Foundmyself makes an overpayment of royalties or other compensation to you for any reason, Foundmyself shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.

If you are a “US Person” as defined by the IRS, a signed and completed IRS Form W-9 must be submitted to Foundmyself for Foundmyself to make payments to you. You may receive an email containing instructions on how to download and submit this form to Foundmyself. A W-9 is used to certify under penalties of perjury that your social security number is correct and that you are not subject to backup withholding taxes. Foreign persons might be subject to U.S. income tax on income they receive from U.S. sources. If you are a “Foreign Person” as defined by the IRS, a signed and completed IRS Form W-8 must be submitted to Foundmyself in order for you to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. You may receive an email containing instructions on how to download and submit this form to Foundmyself. If you do not receive an email instructing you on completing either of these IRS forms, you may send the appropriate form, completely filled out and signed in pen, to [services@foundmyself.com](mailto:services@foundmyself.com).

You may not share or combine your online payment processing service account (e.g., PayPal) with another Foundmyself contributor. Foundmyself’s obligation to make payment to you hereunder shall be fulfilled by making payment to the online payment processing service designated by you, if such payment method is requested. Foundmyself will pay transaction fees associated with any online payment processor we use, so long as said fees are not beyond the scope of a normal transaction; Foundmyself is not required to, but may decide to, pay fees unrelated to normal transaction fees, including but not limited to chargeback fees or other penalties.

## **FOUNDMYSELF TRADEMARKS**

For the purposes of this TOS, the term, “Trademark(s)” means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Foundmyself.

Nothing contained herein grants or shall be construed to grant you any rights to use any Foundmyself Trademarks.

You agree that you will not use Foundmyself’s Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Foundmyself. Nor will you contest or otherwise challenge, in any legal action or otherwise, or assist or encourage any other person or entity to contest or challenge, the validity of any of Foundmyself Trademarks or the Trademark rights claimed by Foundmyself.

You agree that you will not use any Foundmyself Trademarks or any variant thereof (including misspellings) as a domain name or as part of a domain name, as part of a blog name or social media handle or channel, or as a metatag, keyword, or any other type of programming code or data.

You may not at any time, adopt or use, without Foundmyself’s prior written consent any word or mark which is similar to or likely to be confused with Foundmyself’s Trademarks.

The look and feel of the Foundmyself Websites, including but not limited to all page headers, footers, custom graphics, and scripts, is the trade dress and/or trademark or service mark of Foundmyself and may not be copied, imitated or used, in whole or in part, without the prior written consent of Foundmyself.

You may not use Foundmyself Trademarks, logos, images or other proprietary graphics of Foundmyself to link to the Foundmyself Websites without the prior written consent of Foundmyself.

You may not frame or directly link to Content’s image data (hotlink) in a manner that obfuscates the Content’s source page on Foundmyself, purposefully or otherwise, without the prior written consent of Foundmyself.

All rights in and to Foundmyself’s Trademarks not expressly granted to you hereunder are reserved by Foundmyself.

## **PHOTO AND FOOTAGE SUBMISSION GUIDELINES**

You agree to follow Foundmyself’s Contributor Guidelines. The submission of Content that does not adhere to

Foundmyself's Contributor Guidelines may result in the termination of your Foundmyself account. The terms of Foundmyself's Contributor Guidelines are deemed incorporated into and made a part of the TOS by this reference.

## **COPYRIGHT INFRINGEMENT CLAIMS**

While Foundmyself takes commercially reasonable steps to ensure that the rights of its Contributors are not violated by customers or other parties, Foundmyself has no obligation to pursue legal action against any alleged infringer of any of your rights in and to any Content. You hereby grant Foundmyself the right and authority to take such steps as Foundmyself deems commercially reasonable to protect Foundmyself's rights in the Content. Foundmyself recommends that you register all of your Content for copyright protection, as such registration is generally a prerequisite to commencing an action for copyright infringement. More information on registering your work for copyright protection can be found at <http://www.copyright.gov/>

## **REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder;

you are under no legal disability or contractual restriction that prevents you from entering into this agreement;

the Content and all parts thereof are owned and/or controlled by you, unencumbered and original works and are capable of copyright protection in all countries where copyright or similar protection is available;

if the Content contains references to or actual sound recordings, music and/or lyrics, you own or have acquired all rights to use such references or actual sound recordings, music and/or lyrics from the owner of the copyright in such sound recordings, music and/or lyrics;

if the Content consists in whole or in part of design elements, fonts, clipart, sprites, vectors, brush tools and the like that are included in design programs (e.g., Photoshop, Illustrator) by uploading such Content to Foundmyself, you warrant and represent that the end user license agreement, terms of service or the equivalent license held by you does allow you to incorporate such elements in Content created by you, and to license such Content to Foundmyself for the purposes set forth herein;

the Content is neither obscene nor defamatory and does not infringe the copyright or any other rights of any third party, including, without limitation, trademark rights and the rights of privacy and publicity;

there is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Content or which might in any way impair the rights granted by you hereunder; and

you will not transmit unsolicited emails or engage in so-called "spamming" to publicize or promote your relationship with Foundmyself or the sale of your Content - nor will you use Foundmyself's Trademarks through the use of search engine advertising and/or marketing. You acknowledge that such advertising might infringe on the intellectual property rights of Foundmyself and/or third parties. In addition to its other rights and/or remedies under the TOS, Foundmyself shall be under no obligation to pay you any compensation if you violate the terms of this subparagraph.

Foundmyself represents and warrants that:

it has the power and authority to enter into this agreement and to fully perform all of its obligations hereunder; and upon making or learning of any claim that is inconsistent with any of the warranties or representations made by you, Foundmyself shall send you written notice of such claim, using the email address provided by you to Foundmyself, specifying the details of the claim as then known to Foundmyself. Pending the determination of such claim, Foundmyself may withhold from royalties and/or other compensation due to you hereunder, such sums as are reasonably related to the probable value of the claim as determined by Foundmyself. You will cooperate fully with Foundmyself in the defense of any such claims. You may participate in the defense of any claim through counsel of your selection at your own expense.

### INDEMNIFICATION

You agree to indemnify and hold Foundmyself harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees and disbursements) arising out of any breach or claimed breach of any of your representations or warranties or any of your obligations under the TOS. You will only be liable for any incidental, consequential, or special damages in the case of third party claims.

Foundmyself shall indemnify and hold you harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees and disbursements) arising out of any breach or claimed breach of any of Foundmyself's representations or warranties or any of Foundmyself's obligations pursuant to the TOS, provided that, except in the case of third party claims, Foundmyself shall not be liable for any incidental, consequential, or special damages.

If Foundmyself is the indemnifying party, it shall defend such claims, control litigation, and settle claims in its sole discretion. If a settlement creates a financial obligation for you, it shall require your written consent, which will not be unreasonably withheld or delayed by you. If you are the indemnifying party, Foundmyself shall have the right but not the obligation to assume control of any litigation.

When indemnification is sought due to a legal claim by a third party, the indemnified party shall:

- promptly notify the indemnifying party of the claim. If the indemnified party does not notify the indemnifying party, the indemnifying party must still meet its indemnification obligations under the TOS, unless the failure to notify causes material prejudice to the indemnifying party; and

- give the indemnifying party the opportunity to defend the claim with counsel reasonably acceptable to the indemnified party. Counsel that is acceptable to indemnifying party's errors and omissions insurance carrier shall be deemed to be acceptable to indemnified party. The indemnified party agrees to cooperate with the indemnifying party in the defense of any claim, at the indemnified party's expense. If for any reason the indemnifying party does not elect to or fails to defend a claim, the indemnified party may do so at the indemnifying party's sole expense.

### MISCELLANEOUS

The relationship of the parties is that of independent contractors.

The TOS contains the entire understanding of the parties with respect to the subject matter covered herein and supersedes any prior agreements with respect to such subject matter.

The validity, interpretation and enforcement of the TOS, matters arising out of or related to the TOS or its making, performance or breach, and related matters shall be governed by the internal laws of the State of California (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of the TOS, matters arising out of or related to this TOS or its making, performance or breach, or related matters shall be brought exclusively in the courts of the State of California, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.

If any part of the TOS is held void or unenforceable, it shall not affect the validity of the balance of the agreement. The TOS shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.

Foundmyself will not be liable for any damages, including actual, indirect, special, or consequential damages arising from the submission or use of your Content or the termination of your Contributor Account.

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FOUNDMYSELF USERNAME TO BE USED WITH ARTSTOCK

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

*By signing this document you are declaring that you have read and understood this contract in its entirety, and agree to all terms within.*