



A4StockPhotos.com

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A4StockPhotos.com is a wholly owned subsidiary of BEDA Design. www.beda.co.uk

A4StockPhotos Submission Agreement

This Agreement governs the terms by which photographers or other artists provide photographic and other media content to A4Stockphotos.com, on a non-exclusive basis through the web site located at www.A4Stockphotos.com (the "Site").

Background of Agreement

This is a legal agreement between any supplier intending to supply material for inclusion on the Site (in this agreement referred to as "you" or the "Supplier") and A4Stockphotos.com ("A4Stockphotos") operator of the Site. The Supplier wishes to appoint A4Stockphotos as his non-exclusive agent to licence and distribute Content (as defined below) produced by the Supplier on the terms and conditions set forth in this Agreement and A4Stockphotos' standard form of Content Licence Agreement. Upon accepting the terms of this Agreement, you may make Content available to A4Stockphotos by sending us digital (or film by prior agreement) images for inclusion on the site. In submitting material for inclusion you are deemed to be in acceptance of the terms of this agreement and the terms of use of the site.

This Agreement remains in full force and effect until terminated in accordance with its terms. If at any time the terms and conditions of this Agreement are no longer acceptable to you, the Supplier, you must follow the termination procedures set forth below under "Term and Termination".

Provision of Content

In addition to the terms of this Agreement, the parties acknowledge that the provision of all Content is subject to the policies and procedures outlined in the Site, the terms of which are incorporated by reference into this Agreement. Any breach of the rules relating to acceptable Content outlined in the Site will be deemed to be a breach of this Agreement.

Grant of Authority

The Supplier hereby appoints A4Stockphotos as his non-exclusive agent to license royalty free Content to third parties within the jurisdictions of A4Stockphoto's business. For all Content, the Supplier grants A4Stockphotos the right to use, reproduce, distribute, redistribute, publish, republish, upload, post, transmit, crop, package, repackage, produce and sell prints or similar image products or publicly perform or display Content to prospective licensees through the Site or other venues owned or operated by A4Stockphotos or its affiliates which it may determine from time to time, and the right to grant perpetual, non-exclusive and non-transferable licenses or sub-licenses to third parties in accordance with the terms of the Content Licence Agreement used by A4Stockphotos from time to time (a current copy of which can be found on the site) that the Supplier hereby acknowledges having reviewed and approved.

In addition to the foregoing grant, A4Stockphotos may use Accepted Content for its own business purposes relating to the promotion of the Site and its distribution programmes, and the licensing of Accepted Content (including, without limitation, the use of the Accepted Content and the Supplier's registered and unregistered trademarks for marketing, sales and promotional efforts whether on the Site or through third parties). No compensation shall be due to the Supplier for use of Accepted Content for such business purposes.

The Parties agree that all rights, including title and copyright, in and to the uploaded Accepted Content will be retained by the Supplier, and no title or copyright is transferred or granted in any way to A4Stockphotos or any third party except as provided in this Agreement and the Content License Agreement. Except to its affiliated and associated companies or as specifically permitted in this Agreement, A4Stockphotos may not distribute Content to any third party for the purposes of resale or re-licence.

Intellectual Property Matters

The Supplier acknowledges that A4Stockphotos prohibits any Content or any other material that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right to be uploaded to the Site.

By supplying Content, you are warranting that you own all proprietary rights, including copyright, in and to the Content. In addition, to the extent that the Content contains images of people or persons, you represent and warrant that you have obtained a valid and binding model release from all required parties that will permit the uses for such Content contemplated in the Content Licence Agreement.

The Supplier agrees that neither A4Stockphotos nor any of its directors, officers, employees, partners, affiliates or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use any Content.

Compensation

A4Stockphoto agrees to pay a portion of the fees collected in respect of Accepted Content that is downloaded or otherwise purchased by customers according to the standard rate of 50% of the purchase price. The parties acknowledge that the Rate Schedule is subject to change in the sole discretion of A4Stockphotos in the ordinary course of its business without notice by posting such changes on the Site. If at any time the Rate Schedule is not acceptable to the Supplier, you may refrain from providing additional Content or terminate this Agreement in accordance with its terms.

A4Stockphotos will endeavor to make payment of fees in respect of Accepted Content on a monthly basis on or as soon as possible following the purchase of Accepted Content provided such fees aggregate a minimum of 50 Euros, failing which fees owing will be retained until they exceed such minimum. In all cases, payment of fees to the Supplier will be net of: (i) applicable taxes or other withholdings required by applicable law; (ii) bad debts or other uncollectible sums; (iii) legal and other reasonable fees incurred in enforcing this Agreement or the Content Licence Agreement; and (iv) any amounts owing by the Supplier to A4Stockphotos under this Agreement or otherwise. Without limiting the generality of the foregoing, A4Stockphotos is entitled to set-off against any amount owing to Supplier, all amounts to which A4Stockphotos is or may be entitled under this Agreement or otherwise at law, including withholding amounts as security for any pending or threatened claim relating to any matter which is the subject of a representation, warranty or indemnity of Supplier under this Agreement.

Managing Content

A4Stockphotos reserves the right to delete, move, refuse to accept or edit any communication or Content that it may determine, in its sole discretion, violates or may violate this Agreement, the intellectual or proprietary rights of others, any of its policies or is otherwise unacceptable in its discretion. A4Stockphotos shall have the right but not the obligation to correct any errors or omissions in any Content, as it may determine in its sole discretion. You acknowledge that any screening of Content performed by A4Stockphotos to determine Accepted Content is done as a courtesy only.

NOTICE: You acknowledge that the Content you provide pursuant to this Agreement that becomes Accepted Content may be purchased or licensed by third parties with the intention that such licensees will adhere to the terms of the Content License Agreement. A4Stockphotos cannot take responsibility for the compliance by purchasers and licensees of the terms of such agreements, and you acknowledge and agree to the possibility of Content being used in a manner that is not contemplated in this Agreement or the Content License Agreement. You also agree that notwithstanding any rights you may have to pursue the licensees of such Content at law, A4Stockphotos shall have no liability to you or any person claiming through you for any breach by a licensee of the terms of any agreement respecting Accepted Content. A4Stockphotos will use commercial efforts to assist in the protection of your intellectual property rights, at your request and expense.

Confidential Information

The Supplier acknowledges that the Confidential Information (defined below) which it obtains through the entering into of this Agreement, the use of the Site and the provision of Content constitutes valuable, confidential, proprietary information of A4Stockphotos and its licensors, and agrees that during the term of this Agreement and thereafter it shall not, without the express written consent of A4Stockphotos, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Agreement.

For the purposes of this Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of A4Stockphotos, its members, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, Site content belonging to others and other intellectual property.

Representations and Warranties

The Supplier hereby represents and warrants as follows:

- (i) the Supplier has the authority to enter into this Agreement, is the sole and exclusive owner of the Content, has the right to grant all of the license rights contemplated to be provided under this Agreement, and has not granted any rights or licenses to any Content or any other intellectual property or technology that would conflict with this Agreement;
- (ii) no portion of the Content as delivered to A4Stockphotos from time to time, contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement, and all Content will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the Site or the Content or any other hardware or computer system, or which would otherwise render inaccessible or impair the use of the Content or the Site in any way;
- (iii) the Content will include all necessary descriptive information to enable its effective marketing on the Site, which information will be complete and accurate in all material respects; and
- (iv) the Content delivered to A4Stockphotos hereunder represents original creations and expressions of subject matter, and no Content infringes any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or defames or casts into disrepute in any manner any third party.

Indemnity

You agree to indemnify, defend and hold A4Stockphotos and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees of Content (collectively, the "A4Stockphotos Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any A4Stockphotos Party as a result of or in connection with: (i) any use or alleged use of the Site or provision of Content under your Member Name by any person, whether or not authorised by you; (ii) or resulting from any communication made or Content uploaded under your Member Name; (iii) any breach by you of this Agreement; or (iv) any claim threatened or asserted against any A4Stockphotos Party to the extent such claim is based upon a contention that any of the Content used within the scope of this Agreement and the Content License Agreement infringes any copyrights, trade secrets, trademarks or other intellectual property rights of any third party.

A4Stockphotos reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with A4Stockphotos' defense of such claim.

Term and Termination

This Agreement is effective until terminated. You may terminate this Agreement at any time by giving thirty (30) days written notice to A4Stockphotos using support@A4Stockphotos.com or such other means of written notice acceptable to A4Stockphotos which enables confirmation of your identity and your intention to terminate. A4Stockphotos may also terminate this Agreement for any reason by giving you thirty (30) days notice by e-mail at the last address contained in your membership information. If A4Stockphotos terminates your membership pursuant to the terms of the Membership Agreement, such termination shall be deemed to be notice of termination of this Agreement, as well.

Either party may terminate this Agreement upon written notice effective immediately upon receipt if the other party (a) liquidates all or substantially all of its assets, dissolves as a corporation other than through inadvertence, or otherwise ceases to do business in a material way, or (b) makes an assignment for the benefit of creditors, or (c) files a petition in bankruptcy, petitions or applies for a receiver or trustee for all or any substantial part of its property and such receiver or trustee is appointed, or commences, or has commenced against it, a proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, any of which shall remain in force for a period of thirty (30) days or more, or (d) is adjudicated insolvent or bankrupt, or (e) is in breach of this Agreement.

Effect of Termination

Upon the termination of this Agreement, the grant of authority given to A4Stockphotos shall cease subject to the following conditions: (i) A4Stockphotos shall remove Accepted Content from the Site within thirty (30) days of the termination of this Agreement; (ii) notwithstanding termination, A4Stockphotos shall have the right to continue licensing Accepted Content until it is removed from the Site; and (iii) regardless of the expiration or termination of this Agreement, A4Stockphotos will continue, in accordance with this Agreement, to pay compensation due to the Supplier in respect of licenses granted to members during any transitional period, subject to any rights of set-off under this Agreement or at law.

Upon termination, A4Stockphotos will be entitled to retain all amounts owing to the Supplier for a period of thirty (30) days to determine any applicable rights of set-off, and shall be entitled to deduct from such amounts, a reasonable administrative fee for establishing, managing and terminating your account.

Notwithstanding any other provision in this Agreement, the termination or expiration of this Agreement shall not alter or affect the rights granted to licensees or sub-licensees by A4Stockphotos pursuant to this Agreement.

Termination of this Agreement shall operate without prejudice to A4Stockphotos' rights, defenses and limitations of liability provided under this Agreement or the Terms of Use, which rights, defenses and limitations of liability shall survive termination of this Agreement. In addition, the provisions of this Agreement relating to: Managing Content, Confidential Information, Representations and Warranties, Indemnity, Disclaimer of Warranties and all limitations of liability, shall survive termination of this Agreement and continue in full force and effect.

DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED BY A4Stockphotos "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. A4Stockphotos DOES NOT REPRESENT OR WARRANT THAT THE SITE OR THE CONTENT WILL BE MADE AVAILABLE FOR SALE OR LICENSE OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

A4Stockphotos DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE SITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SITE INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL A4Stockphotos OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE SITE, THE CONTENT OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF A4Stockphotos HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN ANY EVENT, A4Stockphotos' TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES COLLECTED BY A4Stockphotos FOR THE CONTENT THAT IS THE SUBJECT MATTER OF THE CLAIM, BUT IN ANY EVENT WILL NOT EXCEED ONE THOUSAND (1,000) EUROS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF A4Stockphotos OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Applicable law

The Site is controlled, operated and administered by A4Stockphotos from within the United Kingdom. The Site can be accessed from all areas of the UK, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the Laws of England, you acknowledge and agree that this Agreement will be governed under the laws of England (without reference to conflicts of law principles). You hereby irrevocably submit to the exclusive jurisdiction of the Courts of England with respect to the subject matter of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the membership portions of the Site. You agree to waive any right you may have to (i) trial by jury; and (ii) to commence or participate in any class action against A4Stockphotos related to the Site or this Agreement.

Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in England, pursuant to the rules of relevant legislation in effect at the time arbitration is demanded.

If A4Stockphotos is obliged to go to court or arbitration to enforce any of its rights, or to collect any fees, you agree to reimburse A4Stockphotos for its legal fees, costs and disbursements if A4Stockphotos is successful.

General

You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.

A4Stockphotos' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

This Agreement is personal to you and is not assignable by you without A4Stockphotos' prior written consent. A4Stockphotos may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

This Agreement can be amended by the written agreement of the parties or by A4Stockphotos posting amendments on the relevant portion of the Site. Continued provision of Content or failure to terminate this Agreement within thirty (30) days of posting of such amendment will be deemed to be acceptance of the amendment by the Supplier and it will be incorporated by reference into this Agreement.

Contact

If you have concerns relating to this Agreement, please contact A4Stockphotos at support@A4Stockphotos.com

Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF A4Stockphotos AGREEING TO PROVIDE A MEANS FOR THE SALE OR LICENSE OF YOUR ACCEPTED CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND A4Stockphotos, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND A4Stockphotos RELATING TO THE SUBJECT OF THIS AGREEMENT.