

# Charlottesville Stock Photography

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This Agreement governs the terms by which photographers contribute photographic content ("Contributed Content") to the Charlottesville Stock Photography stock image marketplace, on a non-exclusive basis through the web site located at [www.CharlottesvilleStockPhotography.com](http://www.CharlottesvilleStockPhotography.com) (the "Website"). This is a legal agreement between Contributor ("You") and Charlottesville Stock Photography, LLC. ("Charlottesville Stock Photography" or "Us" or "CSP") operator of the Website. You have read and understood the Charlottesville Stock Photography Terms and Conditions (a copy of which can be found at <http://www.CharlottesvilleStockPhotography.com>). You hereby agree to abide and comply with the Charlottesville Stock Photography Terms and Conditions. If there is any conflict between any provision of this Agreement and the Charlottesville Stock Photography Terms and Conditions, this Agreement shall prevail. Capitalized terms not defined here shall have the meaning set forth in the Charlottesville Stock Photography Terms and Conditions.

You appoint Charlottesville Stock Photography as your non-exclusive agent to license and distribute Contributed Content created by you on the terms and conditions set forth in this Agreement and Charlottesville Stock Photography's Content License Agreement, as such agreement may be amended from time to time (the "Content License Agreement"). This Agreement becomes effective when you are selected as a Contributor by Charlottesville Stock Photography and remains in full force and effect until terminated in accordance with its terms. If at any time you no longer agree to the terms and conditions of this Agreement, you must terminate this Agreement in accordance with the termination procedures set forth below under "Term and Termination".

## BECOMING A CHARLOTTESVILLE STOCK PHOTOGRAPHY CONTRIBUTOR

In order to become a Charlottesville Stock Photography Contributor, you must (1) submit the requested personal information along with RAW, JPEG or Tiff images for CSP to review and rate and (2) prior to receiving payment for any sales made on the Website, provide Charlottesville Stock Photography with the information necessary to distribute payment to you and report your earnings to the IRS or other appropriate tax authority. This might include your social security number, FEIN, or individual taxpayer identification number (for Contributors who are non-U.S. residents). Charlottesville Stock Photography, at its sole discretion, may reject your application or any individual photographs you submit in your initial application or after you become a Contributor. If your application to become a Contributor is rejected, you may reapply; however, Charlottesville Stock Photography reserves the right to limit the number of times any

individual photographer applies or to prohibit any applicant from reapplying. If you are selected as a Contributor, Charlottesville Stock Photography may limit the number of images you submit to the Website and/or the number of images Charlottesville Stock Photography will review, rate and categorize, based on your rating on the Website or other constraints on the Website and Charlottesville Stock Photography.

## OWNERSHIP

All material and content contained on the Website (other than Contributed Content) and including, but not limited to graphics, images, logos, articles, videos, animations, audio and digital clips, photographs, illustrations, icons, the compilation of all content on the Website, are the property of Charlottesville Stock Photography and/or third parties and are protected by United States and international laws. All trademarks, service marks, and trade names are proprietary to Charlottesville Stock Photography and/or third parties. No material from the Website other than your Contributed Content may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed by you in any way. You may own the Contributed Content on which the Software is recorded, but Charlottesville Stock Photography (or third party licensors) retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

You will remain the exclusive owner of all right, title and interest, including copyright, in and to your Contributed Content; no title or copyright is granted or transferred to Charlottesville Stock Photography or any third party except as provided in this Agreement and the Content License Agreement. Except as specifically permitted herein, Charlottesville Stock Photography may not distribute Contributed Content to any third party for the purposes of resale or re-license.

## LICENSE GRANT

In the event you download software from the Website, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by Charlottesville Stock Photography or third party licensors for your use only. In no event shall title of the Software be transferred to you.

You grant Charlottesville Stock Photography the right (i) to use, reproduce, distribute, publish, upload, post, transmit, crop, package, produce, publicly perform or display and sell Contributed Content in any media or form to prospective licensees through the Website or other venues which it may determine from time to time, (ii) to grant perpetual, worldwide, non-exclusive and non-transferable licenses or sublicenses to users of the Website in accordance with the terms of the Contributors Agreement to use Contributed Content for promotional, editorial and educational purposes on the Charlottesville Stock Photography.com site, including but not limited to online tutorials, blogs and featured areas on the Website, and anonymous reporting of sales as part of Charlottesville Stock Photography's ticker system displaying activity on the Website to members and visitors

of the Website. Charlottesville Stock Photography does not have to seek your permission prior to using any of your images promotionally outside of the Charlottesville Stock Photography.com website.

Notwithstanding the Charlottesville Stock Photography Terms and Conditions, Charlottesville Stock Photography shall not distribute any Contributed Content on the Website other than through the Website. Upon accepting the terms of this Agreement, you may contribute Content to Charlottesville Stock Photography according to the directions on the Website. Each time you send Contributed Content to the Website, you are and confirm your agreement to be governed by the terms and conditions of this Agreement. You acknowledge that you may not upload any content to the Website that (i) infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right or (ii) is the subject of any other license grant, whether or not through the Website, which would conflict with the license granted herein. For the avoidance of doubt, you may not upload the same Contributed Content to the Website for both rights- managed and royalty-free uses, nor may you license Contributed Content offered on the Website for rights-managed use through any third party website or other means for royalty-free use, or vice versa. In the event Charlottesville Stock Photography becomes aware that any of your Contributed Content is alleged to violate any intellectual property or other rights of any third party, Charlottesville Stock Photography will notify you of the alleged violation and allow you to cure such violation by removing such Contributed Content, prior to termination of your Contributor status. Charlottesville Stock Photography may at its sole discretion remove Contributed Content that is alleged to violate third party intellectual party rights at any time.

## CHARLOTTESVILLE STOCK PHOTOGRAPHY SERVICES

Charlottesville Stock Photography may provide different services to assist users in purchasing Contributed Content, including categorizing Contributed Content by subject matter to enable users to search the Website and rating Contributed Content by artistic quality. Such categorizations and ratings do not guarantee that your Contributed Content will achieve any level of sales. You acknowledge and agree that Charlottesville Stock Photography may categorize and rate all of your Contributed Content, change such categorizations and ratings or the methodology used to generate them at any time, return search results and ratings in any order and in any timeframe, and reject and remove Contributed Content for quality or other reasons. You may provide keywords for your Contributed Content, provided, (i) you may not provide inaccurate keyword information or otherwise attempt to artificially manipulate the categorization and ratings of your Contributed Content, and you agree that any attempts to do so are grounds for termination of your Contributor status and your Charlottesville Stock Photography user account, and (ii) you acknowledge that Charlottesville Stock Photography may delete or otherwise amend your keywords at its sole discretion.

Charlottesville Stock Photography may instruct users of the Website how to credit Contributed Content purchased from the Website but is not liable for purchasers' failure

to credit any such Contributed Content.

## RESEARCH REQUEST SUBMISSIONS

Charlottesville Stock Photography may notify you of certain image research requests that Charlottesville Stock Photography has received from image buyers (each, a "Research Request"). In response to any Research Request, you may be permitted to submit photographs (each, a "Submission") that Charlottesville Stock Photography will present to the buyer. By making a Submission you agree that (i) Charlottesville Stock Photography may present the image to buyers as part of a Lightbox, (ii) the buyer may download a high resolution image version of the Submission for review, (iii) in the event that a model and/or property release is required for the Submission, you represent and warrant that before submitting the image to CSP you have a valid release on file for such Submission and that you will provide Charlottesville Stock Photography with an electronic copy of such release upon request (and in no event later than twenty four (24) after Charlottesville Stock Photography's request), (iv) in the event that a buyer is interested in purchasing the Submission, you authorize Charlottesville Stock Photography to submit the Submission on your behalf, perform all of the data coding necessary to make the Submission live (including pricing it), and to complete a sale to the buyer at the price and usage terms as specified in the Research Request, (v) while the image is being considered for the Research Request, the Submission may not be submitted to the CSP through any other channels nor may it be submitted in response to another Research Request, and (vi) the Submission process is a separate process from the CSP image-submit workflow.

## TERM AND TERMINATION

The term of this Agreement shall become effective upon Charlottesville Stock Photography's selection of you as a Contributor and shall continue in effect until either party notifies the other party of its intent to terminate at least thirty (30) days in advance in writing for any reason or no reason. Upon termination of this Agreement for any reason, Charlottesville Stock Photography will remove all of your Contributed Content within thirty (30) days of the termination of this Agreement. Images already under license will remain licensed until the stated contract date is finished. Charlottesville Stock Photography may continue to license your Contributed Content until it is removed from the Website. Charlottesville Stock Photography will continue, in accordance with this Agreement, to pay compensation due to you in respect of licenses granted before your Contributed Content is removed, subject to any rights of set-off under this Agreement or at law. Upon termination, Charlottesville Stock Photography will be entitled to retain all amounts owed to you until any applicable rights of set-off are determined. 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 Charlottesville Stock Photography pursuant to this Agreement.

Termination of this Agreement shall not prejudice Charlottesville Stock Photography's rights, defenses and limitations of liability provided under this Agreement or the Charlottesville Stock Photography Terms and Conditions, which rights, defenses and

limitations of liability shall survive termination of this Agreement. The following provisions of this Agreement shall survive termination of this Agreement: Ownership, Fees and Pricing, Taxes, Confidentiality, Representations and Warranties, Disclaimer of Warranties, Limitation of Liability, Indemnity, Applicable Law and General.

## FEES AND PRICING

All sales of Contributed Content and all payments to you for such sales shall be made in US dollars. You give permission for Charlottesville Stock Photography to set reasonable pricing for your Contributed Content; however, the minimum sale price for any image sold on the Website shall be \$50.00. Charlottesville Stock Photography may discount pricing in its sole discretion without your prior consent, either as part of a Website promotion or on an individual sale basis. If CSP increases the price of any image once such image is in a user's lightbox and/or shopping cart, CSP must honor the original price for 30 days after the increase. If CSP decrease the price of any image, the decreased price shall take effect immediately. CSP is responsible for determining the license type under which each of your images is sold and for understanding the implications of such determination.

Any sales of Contributed Content made by you using the Charlottesville Stock Photography e-commerce services or Website shall be subject to a fee of fifty percent (50%) of the sale amount.

All sales of Contributed Content are subject to a thirty (30) day return period. All payments to you will be made a minimum of forty-five (45) days after the sale date. No payments to you will be made in the event the buyer returns the purchase within the return period or fails to pay for the purchase notwithstanding Charlottesville Stock Photography's reasonable efforts to collect payment within forty-five (45) days.

You may elect to receive payments for sales of your Contributed Content by check. Charlottesville Stock Photography will issue your payment check no more than once each calendar month and only in months when the amount due to you from Charlottesville Stock Photography is at least \$100. You must provide us with all required information necessary to effect such payment prior to receiving payment from sales of your Contributed Content.

No compensation shall be due to you for use of your Contributed Content for Charlottesville Stock Photography-specific promotional, editorial and educational purposes on our website or for downloads of watermarked images by users of the Website for comp design purposes only.

Charlottesville Stock Photography prohibits the use of Contributor and user contact information obtained from the Website to complete transactions outside of the Website, the use of the Website and Charlottesville Stock Photography Service to offer to sell any Contributed Content outside of the Website, and the removal of Contributor Content in order to sell the same to a user who became aware of the item through Charlottesville Stock Photography. A statement by a Charlottesville Stock Photography user as to where

they first found an image shall be conclusive evidence as between the Contributor and Charlottesville Stock Photography as to whether the image was found via the Website, and you shall pay Charlottesville Stock Photography 30% of the sale value within 20 days of receipt of payment for any such sale. This clause does not apply to commissioned photo shoots that may have resulted from exposure on the Charlottesville Stock Photography.com website.

## TAXES

You are solely responsible for all federal, state, local or other applicable taxes that might apply to you in respect of payments received by you from sales made using the Website. We are required to report all sales of Contributed Content on the Website greater than US \$10 to the IRS, and therefore, to issue Form 1099 to all Contributors subject to taxation in the United States on an annual basis. If you live outside the United States, you may be subject to withholding for taxes in the United States and you are required to submit all information necessary to enable Charlottesville Stock Photography to withhold taxes from you in order to sell Contributed Content through the Website. You agree to reasonably assist us by providing us with your social security number, individual taxpayer identification number, and/or company taxpayer identification number. In the event you do not provide us with all necessary information, we will be required to withhold twenty-eight percent (28%) for U.S. Tax residents or citizens and thirty percent (30%) for non-U.S. residents from your payments in order to comply with, federal requirements, and we reserve the right to do so.

## CONFIDENTIALITY

You acknowledge that data, information, documents, software or materials relating to Charlottesville Stock Photography, its members, affiliates, licensors or licensees, that is designated as confidential or that a reasonable person would consider confidential, including but not limited to: business plans, processes, products, designs, pricing, promotions, finances, research, development, know-how, trade secrets, personal information of any kind of users of the Website, Website content and other intellectual property ("Confidential Information") of Charlottesville Stock Photography may be disclosed to you during the course of this Agreement. You agree that during and after the term of this Agreement you will not use Confidential Information other than as necessary to perform your obligations under this Agreement and you will not disclose to any other person or entity any such Confidential Information, except as specifically authorized under this Agreement.

Charlottesville Stock Photography and the Website may (i) identify you in promotional, advertising and marketing material; (ii) use your Contributed Content for Charlottesville Stock Photography-specific promotional, editorial and/or educational purposes.

## REPRESENTATIONS AND WARRANTIES

You represent and warrant as follows:

You are at least eighteen years of age, or an emancipated minor, and are fully able and competent to accept, make, and/or perform the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement. If you are under the age of eighteen, you must provide a signed consent form from your parent or guardian in order to become a Contributor.

You have the legal capacity and authority to enter into this Agreement, are the sole and exclusive owner of all Contributed Content, have the right to grant all of the license rights contemplated to be provided under this Agreement, and have not granted any rights or licenses to any Content or any other intellectual property or technology that would conflict with this Agreement.

All content you upload hereunder is your original creation and does not infringe any copyright, trademark, or other intellectual property or proprietary right of any party or the right of privacy or right of publicity of any party, defame any third party, or contain pornographic, violent or hate-based imagery in violation of the Charlottesville Stock Photography Terms and Conditions. You warrant that you own all proprietary rights, including copyright, in and to the content you upload.

All Content you upload is and will be free of any virus, worm, trojan horse, or other mechanism or device that may circumvent, disable, defeat or block, or impair in any way any portion of the Website, Contributed Content or any other hardware or computer system.

At any time your Contributed Content is listed on the Website or pending as a Submission, your Contributed Content is not and will not be listed for less than fifty dollars (\$50.00) on any other web site.

You represent and warrant that (i) if you have provided a model and/or property release with an image, such release(s) is(are) valid and legally binding, and in substantially the same form as the model or property release provided on Charlottesville Stock Photography.com that permits the Contributed Content to be used as described in the Content License Agreement, and (ii) where required by law, you have obtained a valid and binding release in substantially the same form as the property release provided on Charlottesville Stock Photography.com relating to any identifiable property contained in the Contributed Content that might reveal the identity of or be required by the owner of such property to permit license of the Contributed Content. Submission of falsified release forms is grounds for revocation of your Contributor status and termination of your Charlottesville Stock Photography account. You agree to indemnify and hold harmless Charlottesville Stock Photography from any claim resulting from or alleging Contributor's provision of a falsified release form.

## SITE OPERATION

Charlottesville Stock Photography will use reasonable efforts to maintain the Website and related servers and equipment in good working order. Charlottesville Stock Photography will use reasonable efforts to ensure that the Website is available 24 hours a

day 7 days a week. However, from time to time Charlottesville Stock Photography may be required to purge the Website of images to maintain the operation of the Website, during which time we may remove content from the Website in our sole discretion. Additionally, there will be occasions when the Website will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment. Charlottesville Stock Photography will use reasonable efforts to inform you of foreseen interruptions, and every reasonable step will be taken by Charlottesville Stock Photography to minimize such disruption where it is within Charlottesville Stock Photography's reasonable control. YOU AGREE THAT NEITHER CHARLOTTESVILLE STOCK PHOTOGRAPHY NOR THE SITE WILL BE LIABLE IN ANY EVENT TO YOU OR ANY OTHER PARTY FOR ANY SUSPENSION, MODIFICATION, DISCONTINUANCE OR LACK OF AVAILABILITY OF THE WEBSITE OR CHARLOTTESVILLE STOCK PHOTOGRAPHY'S SERVICE(S). YOU MAY TERMINATE THIS AGREEMENT IMMEDIATELY IF THE WEBSITE IS UNAVAILABLE FOR MORE THAN FORTY-EIGHT (48) CONSECUTIVE HOURS FOR REASONS WITHIN CHARLOTTESVILLE STOCK PHOTOGRAPHY'S REASONABLE CONTROL.

#### DISCLAIMER OF WARRANTIES

ALTHOUGH CHARLOTTESVILLE STOCK PHOTOGRAPHY AND THE WEBSITE WILL MAKE REASONABLE EFFORTS TO STORE AND PRESERVE THE MATERIAL ARCHIVED ON THE WEBSITE, NEITHER CHARLOTTESVILLE STOCK PHOTOGRAPHY NOR THE WEBSITE IS RESPONSIBLE OR LIABLE IN ANY WAY FOR THE FAILURE TO STORE, PRESERVE OR ACCESS CONTRIBUTED CONTENT OR OTHER MATERIALS YOU TRANSMIT OR ARCHIVE ON THE WEBSITE UNLESS SUCH FAILURE IS PROVEN TO BE CAUSED BY CHARLOTTESVILLE STOCK PHOTOGRAPHY'S NEGLIGENCE OR WILLFUL MISCONDUCT. YOU ARE STRONGLY URGED TO TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST OR UPLOAD ON THE WEBSITE. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR CONTRIBUTED CONTENT.

EXCEPT AS EXPLICITLY PROVIDED HEREIN, THE WEBSITE AND THE MATERIALS PROVIDED HEREIN ARE PROVIDED ON AN "AS IS" BASIS. CHARLOTTESVILLE STOCK PHOTOGRAPHY DOES NOT REPRESENT OR WARRANT THAT THE MATERIAL PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE. CHARLOTTESVILLE STOCK PHOTOGRAPHY IS NOT RESPONSIBLE FOR THE AVAILABILITY OR CONTENT OF OTHER SERVICES THAT MAY BE LINKED TO THE WEBSITE OR THE INACCURACY OR INCOMPLETENESS IN TUTORIALS OR OTHER INSTRUCTIONAL CONTENT ON THE SITE, SEARCH RESULTS OR RATINGS OF CONTENT ON THE WEBSITE, OR THE IMPACT OF SEARCH RESULTS OR RATINGS ON SALES. ANY TUTORIALS PROVIDED BY THE WEBSITE SHOULD NOT BE USED AS A SUBSTITUTE FOR ADVICE FROM A QUALIFIED LEGAL OR OTHER

PROFESSIONAL. CHARLOTTESVILLE STOCK PHOTOGRAPHY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE WEBSITE INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE WEBSITE WILL (I) BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) BE FREE FROM ERRORS OR THAT DEFECTS WILL BE CORRECTED, (IV) BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SITE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. USE OF THE WEBSITE IS AT YOUR RISK. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CHARLOTTESVILLE STOCK PHOTOGRAPHY OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE FULLEST EXTENT ALLOWED BY LAW, CHARLOTTESVILLE STOCK PHOTOGRAPHY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS, LEGALITY OR OPERABILITY OF THE MATERIAL OR SERVICES PROVIDED ON THE WEBSITE. BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT CHARLOTTESVILLE STOCK PHOTOGRAPHY IS NOT RESPONSIBLE OR LIABLE FOR ANY HARM RESULTING FROM (1) USE OF THE WEBSITE; (2) DOWNLOADING INFORMATION CONTAINED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO DOWNLOADS OF CONTRIBUTED CONTENT WITHOUT PAYMENT IN VIOLATION OF THE CHARLOTTESVILLE STOCK PHOTOGRAPHY TERMS AND CONDITIONS; (3) ANY CHALLENGE TO THE ENFORCEABILITY OF RELEASE FORMS PROVIDED ON THE WEBSITE; (4) STATISTICS PROVIDED TO YOU OR USERS OF THE WEBSITE INCLUDING BUT NOT LIMITED TO SITE ACTIVITY, SEARCH RESULTS, AND IMAGE VIEWS, (5) CONTENT POSTED IN ANY FORUM OR COMMUNITY AREA OF THE WEBSITE; (6) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF CONTRIBUTED CONTENT, (7) THE TEMPORARY OR PERMANENT INABILITY TO ACCESS OR RETRIEVE ANY CONTRIBUTED CONTENT FROM THE WEBSITE, INCLUDING, WITHOUT LIMITATION, HARM CAUSED BY VIRUSES, WORMS, TROJAN HORSES, OR ANY SIMILAR CONTAMINATION OR DESTRUCTIVE PROGRAM.

YOU FURTHER ACKNOWLEDGE THAT EXCEPT AS EXPLICITLY PROVIDED HEREIN, CHARLOTTESVILLE STOCK PHOTOGRAPHY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT THE RESULTS OBTAINED FROM USE OF THE WEBSITE WILL MEET YOUR EXPECTATIONS OR WILL BE SATISFACTORY IN ANY WAY.

## LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER CHARLOTTESVILLE STOCK PHOTOGRAPHY, THE WEBSITE, NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR MEMBERS SHALL BE LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER THAT RESULT FROM USE OF (OR INABILITY TO USE) THE WEBSITE OR SERVICES, INCLUDING BUT NOT LIMITED TO: (1) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES; (2) DAMAGES FOR LOSS OF USE, PROFITS, DATA, IMAGES, CONTRIBUTED CONTENT OR OTHER INTANGIBLES; (3) DAMAGES FOR UNAUTHORIZED USE, NON-PERFORMANCE OF THE WEBSITE, ERRORS OR OMISSIONS; (4) DAMAGES RELATED TO DOWNLOADING INFORMATION OR POSTING INFORMATION; AND (5) DAMAGES RESULTING FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CONTAMINATION OR DESTRUCTIVE PROGRAMS. CHARLOTTESVILLE STOCK PHOTOGRAPHY'S AND THE SITE'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO \$1000.

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 CHARLOTTESVILLE STOCK PHOTOGRAPHY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## INDEMNITY

You agree to indemnify, defend and hold harmless the Website, Charlottesville Stock Photography and their affiliates, directors, officers, employees, agents, shareholders, members, affiliates and partners from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable legal fees and expenses) arising from or relating to (i) your use of the Website and/or any material or content you upload, download, post or transmit through the Website; (ii) your breach of the terms and conditions of this Agreement or any representation, warranty or covenant made by you herein; or (iii) your violation of any applicable law, statute, ordinance, regulation or any third party's rights, including but not limited to, copyright infringement, harm to a third party's trademark or other intellectual property rights, or any claim of defamation, libel or slander. This obligation survives indefinitely the termination and/or expiration of this Agreement.

## APPLICABLE LAW

Any disputes arising out of or relating to this Agreement shall be resolved in accordance with the laws of the State of New York, without regard to its conflict of law rules. The parties hereby consent to the exclusive jurisdiction of the Western District of VA/ Albemarle / Charlottesville in all disputes arising from or relating to this Agreement or

your access to or use of the Website and/or services provided by Charlottesville Stock Photography.

## GENERAL

This Agreement (including the applicable Content License Rights Agreement (if any) and the Charlottesville Stock Photography Terms and Conditions and Privacy Policy as modified from time to time, constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of both parties. Charlottesville Stock Photography may assign this Agreement in whole or in part at any time without your consent. This Agreement is personal to you and you may not assign this Agreement or delegate any of its obligations hereunder. No failure of either party to enforce any of its rights under this Agreement will act as a waiver of such rights. If any portion of any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of this Agreement shall remain in full force and effect. Headings used in this Agreement are for convenience only and have no legal or contractual significance. You may contact Charlottesville Stock Photography regarding this Agreement at [info@CharlottesvilleStockPhotography.com](mailto:info@CharlottesvilleStockPhotography.com).