



High St. Graphics
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Contributing Member Agreement

This Contributing Member Agreement (“Agreement”) is entered into between the Contributing Member identified below (“Contributing Member” or “You”) and High St. Graphics LLC (“High St. Graphics” or “We”) and governs the terms by which Contributing Member licenses its photographic, video and other media content (“Content”) to High St. Graphics and its Users via the online marketplace located at www.highststockphotography.com and its affiliated and partner sites (the “Site”).

For purposes of this Agreement, “Users” include those who agree to the terms of the High St. Graphics Content License Agreement and any third party to whom a sublicense is granted by High St. Graphics.

By checking the box “I agree to the Terms of Use” during the registration process, signing this Agreement, uploading Content, or allowing others to upload Content on your behalf, you represent and warrant that you are 18 years of age or older, and agree to be bound by the terms and conditions of this Agreement. This Agreement incorporates by reference the Terms of Use and information provided by you during the registration process.

1. **Payment.**

(a) Contributing Member will receive 50% of amounts paid for a standard license purchase, and 100% of amounts paid for an extended license purchase.

(b) In order to process and remit payments to You, you will be required to have an account with an approved payment processor.

(c) The license fees due to You may be reduced by refunds to Users, fees payable to financial institutions for the processing of any credit card, debit card, echeck or alternative payment method (such as PayPal). You further acknowledge and agree that payment will also be net of fraudulent payments, bad debts, or uncollectible sums. Specifically, but without limitation of the foregoing, High St. Graphics is entitled to deduct or offset or deduct from amounts owing to You amounts withhold as security for any pending or threatened claim relating to any matter that is the subject of a representation, warranty, covenant or indemnification obligation of Contributing Member under this Agreement.

(d) High St. Graphics will use commercially reasonable efforts to pay amounts due to You no later than fifteen days following the end of the month when unpaid payments to You equal \$100 or more. No interest will accrue or be paid on pending payments. . Such payments are your sole compensation for the licensing and sublicensing of Content.

2. Submission of Content.

(a) Content on the Site is sublicensed by HIGH ST. GRAPHICS to Users. In uploading Content to the Site, you authorize High St. Graphics to grant sublicenses to use Your Content to Users, in accordance with the terms and conditions of the Content License Agreement and further authorize High St. Graphics to enter into agreements with other affiliated companies or third party sites for distributing and licensing of Your Content. As a Contributing Member, you may submit any Content to the Site except as prohibited by the Terms of Use or this Agreement, or otherwise prohibited by law. You use the Site at your own risk. High St. Graphics does not act as agent for You or for Users and does not guarantee the quality, title or legality of the Content, or the truth or accuracy of listings associated with the Content. Accordingly, you hereby irrevocably and unconditionally release and waive any and all claims, demands and damages of every kind and nature, known and unknown, that you may have or assert against High St. Graphics relating to or arising out of the purchase of a sublicense to or the use of the Content.

(b) By uploading Content to the Site, you understand and agree that Users who wish to use Your Content will pay a fee to sublicense and download Content from the Site and may make broad use of such downloaded Content for the fee paid, and are under no obligation to inform High St. Graphics or You of the uses made of any Content. .

(c) High St. Graphics reserves the right, but not the obligation, to refuse to accept any Content or communication, or take down from the Site any Content or communication at its discretion, including any Content or communication that is or may be illegal, obscene, lewd, pornographic, excessively violent, harassing, or otherwise objectionable, or that violates or may violate this Agreement, the Terms of Use, or High St. Graphics' policies, or that violates or infringes upon third party rights, as determined by High St. Graphics in its sole discretion, with or without notice to Contributing Member.

3. Ownership and Intellectual Property

(a) Each Contributing Member retains all right, title and interest in and to Content provided by such Contributing Member, including but not limited to all copyrights, patent rights, trademarks, trade secrets and all other property rights..

(b) You hereby grant to High St. Graphics, during the term of this Agreement, a nonexclusive, royalty-free, worldwide transferable license to grant sublicenses of the Content to Users in accordance with the Content License Agreement, which includes the non-transferable sublicense to use, reproduce, publish, publicly display, and distribute the Content, and to create derivative works from the Content, subject to the provisions of the Content License Agreement, which You acknowledge you have read and agree to. Any sublicense granted to Users with respect to Content removed from the Site will remain in full force and effect and will survive any expiration or termination of this Agreement.

(c) You will not receive compensation and no payment will be due to you for the use of Content by High St. Graphics to promote the Site.

4. Representations and warranties.

(a) You represent, warrant and covenant to High St. Graphics that:

- (i) you are the sole owner of the Content and its copyright and/or have the right to grant High St. Graphics the licenses in the Content set forth and referenced in this Agreement;
- (ii) the Content is original and does not infringe on, violate or misappropriate the statutory copyright or common law rights of privacy, publicity, or moral rights of any third party;
- (iii) the Content is not pornographic or obscene, nor does the Content defame any third party;
- (iv) the Content does not contain any illegal material or promote illegal activities;
- (v) the Content does not contain material which denigrates or attacks any persons based on race,

- religion, national origin, or sexual orientation;
- (vi) you have the full legal capacity, authority and power to enter into this Agreement and perform your obligations hereunder;
 - (vii) you do not hold membership in any trade group or collective society that would otherwise impair your obligations or impose additional requirements on High St. Graphics;
 - (viii) any caption information that you may submit for the Content is relevant, accurate and complete, and does not contain false or misleading information;
 - (ix) High St. Graphics and its affiliates may use the Content as provided herein without obtaining any additional consents or permissions or the payment of additional fees to third parties; and
 - (x) the Content contains no viruses, spyware, Trojan horses, time bombs, or other similar harmful or deleterious programming routines or code;

(b) You also warrant that for any Content you submit to High St. Graphics that contains recognizable persons and/or depicts property with unique intellectual property rights, that you have obtained and have provided High St. Graphics with fully-executed, valid and binding model and/or property releases from all parties in substantially the same form as High St. Graphics' then-current authorized model and/or property release form located on the Site. You will provide to High St. Graphics copies of releases for all Content submitted as model and/or property released. You further warrant and represent that model and/or property release information is accurate and complete and that High St. Graphics may use such Content without obtaining any additional consents or permissions or the payment of additional fees to third parties.

(c) In addition to other remedies available to High St. Graphics and nothing else in this Agreement withstanding, High St. Graphics will not pay Your Payment on licenses of any Content that violates the Representations, Warranties and Covenants you make in this section of the Agreement.

(d) HIGH ST. GRAPHICS is relying on the representations and warranties made by Contributing Members regarding the Content and their compliance with HIGH ST. GRAPHICS' Contributing Member Agreement and the Terms of Use, including the non-infringement of Content, and HIGH ST. GRAPHICS does not have the right or ability to control the Content for purposes of the Digital Millennium Copyright Act or any claim of liability made by any third party against HIGH ST. GRAPHICS. HIGH ST. GRAPHICS does not act as agent for Contributing Members who license Content or User Members who use the Content, and, except as specifically set forth in this section, does not guarantee the quality, title, or legality of the Content, or the truth or accuracy of listings associated with the Content. Accordingly, except with respect to payments to you in accordance with this Agreement, you hereby irrevocably and unconditionally release and waive any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, that you may have or assert against HIGH ST. GRAPHICS relating to or arising out of this Agreement, the purchase of a license by a User, to or the use of the Content by Users.

5. Indemnification

You agree to indemnify, save, and hold High St. Graphics, its affiliates (and their respective successors, officers, directors, employees, directors and representatives) and authorized partners harmless from any and all claims, demands, costs, losses, penalties, interest and damages (including reasonable attorneys' fees, expert witness fees and expenses) arising out of or in connection with any claim by a third party (including Users) to the extent such claim would (i) constitute a breach of the representations, warranties and obligations set forth in this Agreement, or (ii) arise out of the use of the Site or any materials or services provided by High St. Graphics and its affiliates by you.

6. NO WARRANTIES.

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE HIGH ST. GRAPHICS, ITS PRINCIPALS, MANAGERS, THE ("HIGH ST. GRAPHICS PARTIES") MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; THAT THE SITE OR THE PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; THAT INFORMATION OR MATERIALS INCLUDED ON THE SITE WILL BE AS REPRESENTED, OR THAT USERS WILL PERFORM THEIR OBLIGATIONS AS PROMISED; OR THAT THE HIGH ST. GRAPHICS PARTIES WILL LICENSE OR WILL MAKE ANY EFFORTS TO LICENSE YOUR CONTENT; OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF HIGH ST. GRAPHICS.

7. LIMITATION OF LIABILITY.

(a) YOU AGREE THAT THE HIGH ST. GRAPHICS PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE TO CONTENT OR MATERIAL SUBMITTED TO HIGH ST. GRAPHICS AND YOU ARE REQUIRED TO PROVIDE OR MAINTAIN YOUR OWN BACKUP FILES FOR ANY CONTENT SUBMITTED TO HIGH ST. GRAPHICS. UNDER NO CIRCUMSTANCES WILL THE HIGH ST. GRAPHICS PARTIES' MAXIMUM AGGREGATE LIABILITY (WHETHER IN TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE) FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, THE USE OF CONTENT PROVIDED TO HIGH ST. GRAPHICS UNDER THIS AGREEMENT OR THE USE OF THE SITE EXCEED THE FEES COLLECTED BY HIGH ST. GRAPHICS FOR THE CONTENT THAT IS THE SUBJECT MATTER OF THE CLAIM, BUT IN ANY EVENT WILL NOT EXCEED THE MAXIMUM AMOUNT OF US\$10 IN THE AGGREGATE, REGARDLESS OF THE NUMBER OF CLAIMS. IF THESE AMOUNTS ARE NOT ADEQUATE TO COVER THE VALUE OF YOUR CONTENT, YOU WILL BEAR SOLE RESPONSIBILITY FOR OBTAINING AND MAINTAINING ADEQUATE INSURANCE FOR PROTECTION OF THE CONTENT OR MATERIALS PROVIDED TO HIGH ST. GRAPHICS.

(b) NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE DATE OF THE ALLEGED LOSS OR DAMAGE.

(c) FOR ANY CLAIM UNDER THIS AGREEMENT, THE HIGH ST. GRAPHICS PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, LOSS OF PRIVACY, INTERRUPTION OR OTHER PECUNIARY LOSS, SITE OR COMPUTER FAILURE OR MALFUNCTION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT TORT OR OTHERWISE) EVEN IF THE HIGH ST. GRAPHICS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE HIGH ST. GRAPHICS PARTIES WILL NOT BE RESPONSIBLE FOR MISUSE OF THE CONTENT BY USERS AND LICENSEES.

(d) THE FORGOING EXCLUSIONS AND LIMITATIONS ARE APPLICABLE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

(e) SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE HIGH ST. GRAPHICS PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. **Modification and Notice**

High St. Graphics may modify this Agreement or any policies or guidelines governing the Site, at any time and in our sole discretion. Notice of any change by e-mail to Contributor's address in our records, or the posting on the Site of a change notice or a new agreement is considered sufficient notice for notifying Contributor of a modification to the terms and conditions of this Agreement. All notice of changes to this Contributing Member Agreement will be posted on the Site for thirty (30) days. Modifications may include, but are not limited to, changes to the payment procedures. All such modifications will take effect thirty (30) days following of notice to you and/or posting on the Site, unless we indicate otherwise. **IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

9. **Term and Termination**

(a) You may terminate this Agreement at any time by providing High St. Graphics with thirty (30) days notice by using the Contact Us page to provide notice to High St. Graphics.

(b) High St. Graphics may terminate the Agreement at any time and in our sole discretion with thirty (30) days notice by emailing the last email address provided by you on the My Account page.

(c) High St. Graphics may terminate this Agreement with no notice if you have breached the terms and conditions of this Agreement.

(d) Upon termination of this Agreement:

(i) High St. Graphics will remove your Content from the Site within a thirty (30) day period, provided, however, that High St. Graphics may retain a copy of your Content for archival and record-keeping purposes.

(ii) Any license granted to Users with respect to your Content prior to the date of removal of your Content from the Site will remain in full force and effect notwithstanding termination of this Agreement.

10. **Choice of Law / Jurisdiction / Attorneys' Fees.**

Any dispute regarding this Agreement will be governed by the laws of Connecticut, United States of America. The parties agree to accept the exclusive jurisdiction of the courts of Connecticut, regardless of conflicts of laws. 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 disclaimed. **In any dispute between High St. Graphics and you, High St. Graphics will be entitled to recover its reasonable attorneys' fees, legal expert fees, and other legal expenses from you.**

11. **Passwords**

You acknowledge and agree that you will be responsible for each and every use of the Upload pages that occur under your User Name and passwords, and that High St. Graphics will assume any transactions conducted using your User Name and password as your transactions. You agree to take reasonable steps to prevent others from obtaining your access information and to notify High St. Graphics of any unauthorized access or need to update or remove access for any of your employees or agents.

12. **General Provisions**

(a) **Independent Contractor.** Nothing in this Agreement creates a partnership, employer-employee relationship, or a joint venture between the parties. You are solely responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation all unemployment, workers compensation, income tax withholding, social security, and any other taxes or public charges of any nature whatsoever.

(b) **Assignment.** Your obligations hereunder are personal and may not be assigned without High St. Graphics' prior written consent. This Agreement will be binding upon and will inure to the

benefit of the parties' heirs, executors, administrators, successors, and permitted assigns. High St. Graphics and its affiliates may sublicense or assign its or their rights and obligations and liabilities arising under this Agreement to any third party without your consent and without written notice, including without limitation, any assignment resulting from any corporate reorganization, merger, sale of substantially all the assets to which this Agreement relates.

(c) Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of this Agreement will be in no way affected or impaired.

Contributor Member Name: _____

Contributor Member Signature: _____

Date: _____