



## westPHOTO Contributor Terms and Conditions

This agreement describes and controls your legal relationship with westPHOTO, the rights you are granting to westPHOTO in any photographs, images, videos, or other media submitted by you to westPHOTO ("submitted content") and what uses westPHOTO may make of them.

This agreement explains your obligations to westPHOTO and westPHOTO's obligations to you, including the obligation to pay you as agreed in these terms.

### Submission of Content

By submitting any content to westPHOTO, you hereby grant westPHOTO, a worldwide, non-exclusive right and license to reproduce, prepare derivative works incorporating, publicly display, market, sublicense and sell any Submitted Content uploaded by you and accepted by westPHOTO, during the term of this agreement. westPHOTO, in the exercise of its discretion, may refrain from any or all of the foregoing without any liability to you.

westPHOTO shall have the right, but not the obligation, to license all Submitted Content to its subscribers for use in accordance with westPHOTO's terms of service. The copyrights in and to all Submitted Content remain with the owner of such copyrights (you, the Image Contributor/Content Provider). Nothing contained herein shall be construed as a transfer of any copyrights to westPHOTO or any of westPHOTO's clients.

For further information on the use of submitted content by any westPHOTO client see please refer to the westPHOTO Terms and Conditions.

westPHOTO does not insist on an exclusive relationship with any of its submitters. While we appreciate loyalty, you are free to market any materials owned by you, including your Submitted Content, on any other website (or by any other means), whether they compete with westPHOTO or not.

### Model Release

As a content submitter, you agree to provide valid and accurate model releases for all content you upload to westPHOTO that, in westPHOTO's judgment, contains an identifiable face or identifiable human figure.

If you do not have a model release for Submitted Content that contains an image or images of an identifiable person, westPHOTO may choose to accept the Submitted Content for so-called "editorial use". The submission of falsified, inaccurate or otherwise defective model releases can result in the immediate termination of your account without prior notice.

You, the Content Provider/Image Contributor, are solely responsible for retaining all original model releases and maintaining complete and accurate model release records. Model releases are to be delivered to westPHOTO with the Submitted Content.

### Handling and Treatment of Submitted Content

westPHOTO has the right to refuse to accept any Submitted Content for any reason. Submitted Content will be removed if westPHOTO believes that the Submitted Content will subject westPHOTO or any of its officers, directors or employees to legal action, or if the Submitted Content violates the terms of this agreement. westPHOTO shall use reasonable efforts to cause Submitted Content that has been removed from the westPHOTO website to be removed from the websites of any westPHOTO affiliates (including co-branded websites) within ninety days of the removal from the main WestPHOTO website.

Any licenses issued by westPHOTO in respect of any Submitted Content that is later removed from the westPHOTO website will remain in full force and effect.

You have the right to remove any of your Submitted Content from the westPHOTO website for any reason whatsoever.

### Contributor Account

westPHOTO has the right to refuse to establish an account or to close any existing account, for fraud, copyright infringement, violation of a third party's rights of privacy or publicity, artificially inflating downloads, repeated submission of material that is obscene or violent in nature or that might be construed as defamatory, or for any breach of the terms of this agreement.

If your account is terminated for any reason you must obtain authorization from westPHOTO prior to establishing another account. If you attempt to establish another account without obtaining such authorization, westPHOTO may permanently ban you from this website and its affiliated websites and services.

### Payment

westPHOTO agrees to pay you, the Content Provider/Image Contributor, upon the acquisition of a license for any of your Submitted Content. westPHOTO's commission rate is 50% of all monies received upon the acquisition of a license.

### Copyright Infringement Claims

westPHOTO takes commercially reasonable steps to insure that the rights of its Content Providers/Image Contributors are not violated by subscribers or other parties. westPHOTO has no obligation to pursue legal action against any alleged infringer of any of your (the Content Provider/Image Contributor's), rights in and to any Submitted Content.

westPHOTO recommends that you register all your Submitted Content for copyright protection, as such registration is a prerequisite to commencing an action for copyright infringement in some jurisdictions, including the United States of America. More information on registering your work for copyright protection in the US can be found at <http://www.copyright.gov/>.

## Representation and Warranties

You represent and warrant that:

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

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

c. the Submitted Content and all parts thereof are your own original work, are capable of copyright protection in all countries where copyright or similar protection is available, and that a model release is available where necessary. You agree to indemnify westPHOTO against any loss, damage or expense occurring as a breach of this warranty;

d. if the Submitted Content features elements, fonts, clipart, sprites, vectors and so on, that are included in design programs (e.g., Photoshop, Daz, Illustrator) that the end user license agreement, terms of service or the equivalent license held by you for the program, allows you to incorporate such elements in Submitted Content, and to license such Submitted Content to westPHOTO.

e. the Submitted Content will be 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;

f. there is no suit action, claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Submitted Content, or which might in any way impair the rights granted by you in this agreement;

g. you will not transmit unsolicited emails or engage in "spamming" to publicize or promote your relationship with westPHOTO or the sale of your Submitted Content, nor will you advertise or otherwise publicize your relationship with westPHOTO through the use of pay per click search engine advertising.

This prohibition applies, by way of example and not by way of limitation to Google Adwords, Yahoo! Search Marketing (previously Yahoo! Overture), MSN AdCenter, and Ask.com. You acknowledge that such advertising might infringe on the intellectual property rights of westPHOTO and/or third parties. In addition to its other rights and/or remedies under this agreement, WestPHOTO shall be under no obligation to pay you any referral fees or other compensation if you violate the terms of this sub-clause.