

## LUCKSTOCK CONTRIBUTOR AGREEMENT

This Contributor Agreement ("Agreement") governs the terms by which content providers make their media works available for licensing via our online marketplace located at the Website (as defined below). Please read this Agreement carefully. By clicking "I agree" or otherwise signifying your acceptance to this Agreement, or by submitting content to the Website or allowing others to submit content to the Website on your behalf, you are agreeing to be legally bound by this Agreement, which may be updated from time to time as described in Section XVII, and which incorporates by this reference the Website Terms (as defined below).

If you are accepting this Agreement or uploading works on behalf of your employer or another Person (as defined below), you represent and warrant that you have full legal right, power and authority to bind such employer or other Person to this Agreement and grant the rights granted in this Agreement. If you do not have such right, power and authority or you do not agree with these terms, do not accept the Agreement and do not upload or otherwise submit anything to the Website or us.

### **I. Parties and Definitions**

1. The party with which you are contracting is LuckStock, Inc., a Delaware Corporation. The terms "LuckStock", "we", "us" and "our" refer to LuckStock, Inc.
2. Our member registration process allows the individual user of the Website to designate him/herself or another Person as the member account holder or registrant (in either case, the "Member") on whose behalf the individual is accepting this Agreement and may carry out activity at the Website. The terms "you" and "your" refer to the Member and, if the individual who is accepting this Agreement is doing so on behalf of his/her employer or another Person, then with respect to the preamble and Sections I and VII through XIX below, also jointly and severally such individual.
3. As used in this Agreement:
  - a. "Audio Content" means Content that is a music or other audio file without video or one or more pictures or other visual works.
  - b. "Content" means, individually and collectively, the copyrighted articles and other works referred to in Section II that are uploaded to the Website or otherwise submitted to us by you.
  - c. "Content Information" means the tags, annotations and the information you provide to us at the time of upload of the Content to the Website (or another time acceptable to us) relating to Content or releases obtained in connection therewith.
  - d. "Content Users" means licensees of LuckStock content under a LuckStock License Agreement and their Representatives.
  - e. "Copyrighted articles" means any work that can be perceived, reproduced, copied or otherwise communicated, either directly or with the use of a machine or otherwise.
  - f. "Person" means an individual or legal entity, including a company or a governmental agency or instrumentality.

- g. "LuckStock Parties" means us, the Resellers and our and their respective Representatives, shareholders and partners.
- h. "LuckStock License Agreement" means a license agreement described in Section 4(2) or (3) below.
- i. "PRO" means a performing rights, mechanical rights or any other similar organizations (including ASCAP, BMI, SOCAN, SESAC, PRS, MCPS, SACEM, SDRM, JASLAC or GEMA).
- j. "Representative" means a Person's officer, director, employee, agent or contractor.
- k. "Resellers" means our and our Subsidiaries' sub-distributors and resellers.
- l. "Submitted Content" means the Content and the Content Information.
- m. When applied to us, "Subsidiaries" means all companies that from time to time directly or indirectly are owned or controlled by us, under common ownership or control with us or own or control us;
- n. "Website" means our internet site at [www.luckstock.com](http://www.luckstock.com), and the other internet sites of LuckStock and its Subsidiaries and Resellers.
- o. "Website Terms" means our Terms and Conditions, guidelines, and community rules and restrictions contained at the Website where you upload content.

## **II. What we Offer**

We offer an online marketplace where you may upload or otherwise submit a variety of copyrighted articles and other works, including audio visual works, music and audio files, animations other digital media works for the purpose of us selling rights to the copyrighted articles and other works to our customers for use in their productions.

## **III. Submission of Content**

1. Once you have agreed to the terms of this Agreement and provided all information as required by us, you may upload or otherwise submit Content to the Website in accordance with our contributor guidelines.
2. By uploading or otherwise submitting Content to us, you are offering us rights to the Content on the terms of this Agreement. If we accept your offer by posting the Content on the Website, we will without further action have the rights to the accepted Content set forth in Section IV; however, you will retain legal ownership of your Content, and no copyright ownership or title will be transferred. For purposes of clarity, you will retain all right, title, and interest in all Content except to the extent you have sold rights to us under this Agreement and you may terminate our rights as provided Section XII below.
3. We have the right in our sole discretion and for any reason, but not the obligation, to (i) accept or reject any Submitted Content, or (ii) at any time revoke any acceptance of Submitted Content and remove the same from the Website. We will endeavor to notify you of our decision via the Website or by email.
4. We also will have the right, but not the obligation, to edit, resize, resample, convert, color correct, crop or otherwise composite any Submitted Content to correct what we determine in our sole discretion to be an error, misleading statement, malfunction or omission or for purposes of facilitating the marketing, distributing, sale and licensing of the Content; provided that any screening, review, correction and/or editing of any Submitted Content

performed by us is done as a courtesy only, and we will have no liability whatsoever therefor or for any failure to perform the same. You acknowledge that we are not providing legal advice to you.

5. You acknowledge and agree that you will be solely responsible (and we will have no responsibility whatsoever) for (i) each and every access to the Website that occurs in conjunction with your Member name or user ID and corresponding password or the Member name or user ID and corresponding password of a Person who is your Representative and who we reasonably believe has been authorized by you to access the Website or submit Content and/or Content Information, or who is accessing the Website or submitting Content and/or Content Information to us on your behalf (each of the foregoing, an "Authorized User"), (ii) monitoring or supervising any logons and activity under your or any such Person's Member name, including the uploading of Content and Content Information, and (iii) the consequences of any of the foregoing. You furthermore acknowledge and agree that we are authorized to accept your Member name or any Authorized User's Member name or user ID and password as conclusive evidence that you wish to upload and submit Content and Content Information pursuant to this Agreement.

#### **IV. Appointment as Distributor and Dealer and Licenses**

1. You hereby (i) appoint us as your non-exclusive distributor, and (ii) grant us the worldwide non-exclusive right (but we assume no obligations whatsoever) to directly or indirectly through Resellers market, promote, distribute, sell and/or grant broad perpetual, non-exclusive licenses to the Content and to collect and remit fees in connection with those efforts on the terms set forth in this Agreement.
2. The rights we grant to the Content under paragraph (a) above will be under the terms of and include the rights granted in (i) the [LuckStock License Agreement](#) posted by us on the Website, and (ii) the variations of the same.
3. LuckStock will have the worldwide right (but assume no obligation) to use, copy, transmit, broadcast, telecast, and publicly display, perform the Content, and derivative works thereof, the Content Information, and your name and biographical information for purposes of promoting, advertising, marketing and distributing the Content, you, the Website, us and/or our business (collectively, "Promotional Uses"), including (i) allowing or sublicensing use by our Representatives and/or Resellers and other business partners working with or for us as part of such Promotional Uses and (ii) Promotional Uses as part of joint marketing arrangements between us and Resellers and other business partners. Promotional Uses will not entitle you to any compensation nor create any additional relationship or responsibilities between you and us.
4. You hereby waive (or have obtained a valid and enforceable waiver of) any "moral rights" related to the Content, including: (i) the right to be identified as the author of the Content; and (ii) the right to object to the modification of any Content.
5. You acknowledge that we have no responsibility whatsoever for the compliance by Content Users or any other Person with the terms of the LuckStock License Agreement. You also agree that, notwithstanding any rights you may have to pursue any such Person at law, we shall have no liability to you or any Person for any breach of said agreement or infringement or wrongful conduct by any such Person.

## V. Pricing and Payment of Contributor's Fees

1. LuckStock sets prices for the Content in its sole discretion. We have no liability whatsoever for any errors in pricing that are not proved to have been caused primarily and directly by our gross negligence or willful misconduct. Any taxes paid by Content Users will not be paid or passed on to you.
2. We shall pay the Person specified by the Member fifty percent (50%) of the license fees received by us from Content Users for your Content ("Contributor's Fees"). We will pay on or about the 15th of each calendar month for Contributor's Fees accrued on or before the last day of the previous calendar month. At our sole discretion, we may make payment including Contributor's Fees accrued through the 15th, however such early payments shall have no precedential value, and we may change any early payment policy at any time. Notwithstanding the foregoing, we may delay any payment to you until (i) we have received the information and documentation that we reasonably determine is needed to verify your identifying information and comply with legal requirements, and (ii) a minimum payment set by us, after deductions, is due.
3. The minimum LuckStock payment to contributors is \$50.
4. To the extent determined by us to be appropriate, payment of Contributor's Fees will be net of: (i) taxes or other withholdings that we determine are required by applicable law; (ii) bad debts or other uncollectible sums; (iii) legal and other reasonable fees incurred in enforcing this Agreement; (iv) fees, charges and/or costs payable to or deducted by financial institutions for the processing of any credit card, debit card, e-check or alternative payment method and/or currency conversion for payments received by us or paid to you in a currency other than U.S. Dollars; (v) refunded payments for Content; and (vi) any amounts owing by you to us under this Agreement or otherwise. Without limiting the generality of the foregoing, we are entitled to set-off against any amount owing to you, all amounts to which we are or may be entitled under this Agreement, any other 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 under this Agreement.
5. LuckStock allows the choice of various payment options and links to payment processors (which may from time to time include PayPal, Payoneer and others) (collectively "Payment Processors") on the Website as an accommodation to our contributors. Although we believe that they are all reputable, the Payment Processors are not our agents or subcontractors and you are solely responsible for researching and determining whether a particular Payment Processor and its services ("Payment Processor Services") meet your requirements and are acceptable. In order to use a Payment Processor to process payments from us to you, you must (i) opt on the Website for payments to you to be paid to you through the Payment Processor and (ii) register and contract with and provide all information required by the Payment Processor. You and not us (i) will be solely responsible for updating such information and paying the Payment Processor's fees and charges, and (ii) assume any and all risks related to the choice and usage of the Payment Processor and its (and its contractors' and associated banks' and credit card networks' and payment gateway's) services, acts and omissions. We will be entitled to consider the Payment Processor to be your duly authorized agent for receiving each payment due to you and we be deemed to have met our payment obligations to you by delivering such payment to the Payment

Processor with instructions that it be paid to you, unless (and until) such payment is returned to us.

6. Subject to policies that we post on the Website from time to time, we may delay or refrain from arranging payment to you of sums owed to you in your membership account at LuckStock. However, no interest will accrue. If at any time we determine that your account has become dormant, we may send you email notice of that determination. If you do not carry out any activity through your LuckStock membership account and we do not receive email or other written notice from you that you would like to keep your LuckStock membership active within one year after we send such notice to you, we will be entitled to terminate your membership and cancel any funds or payments owed to you.

#### **VI. Credit Attribution**

We will use reasonable efforts to identify you (or if different, the Person identified by you) as the copyright owner of the Content, and will advise, but not necessarily obligate Content Users to credit you or such copyright owner as the author where crediting is customary. The current form of the [LuckStock License Agreement](#) as of the date of this version of this Agreement requires the Content Users to use reasonable commercial efforts in certain circumstances to ensure that their works containing Content include or are accompanied by a credit line hyperlink back to [www.LuckStock.com](http://www.LuckStock.com) that reads "Stock media provided by [Contributor Name or copyright owner]/ LuckStock.com."

#### **VII. Performance of a Musical, Dramatic or Literary Work**

You may not submit any Content that is wholly or primarily a recording of a performance of a musical work or a literary or dramatic work (whether Audio Content, an audiovisual work or otherwise) the copyright of which is owned by or licensed on an exclusive basis to another Person unless you have received the written authorization from such owner or exclusive licensee for such submission and the inclusion of all necessary rights in such work in the rights granted to or by us under Section IV (collectively, "Required Rights"), and you represent and warrant that you have obtained any and all Required Rights and they are included in said license.

#### **VIII. Performing Rights Organizations; YouTube**

1. Without limiting the generality of Section VII above and in addition thereto, except for reports and royalties that may be due to a PRO with regard to performance of Audio Content to the extent permitted by applicable law, (i) you agree that no license is required from and no payments or reports are required to be made to you or any PRO relating to the license and distribution of the Content to Content Users by us or the use, performance, synchronization or distribution of such Content by Content Users as permitted by the LuckStock License Agreement and (ii) you waive any rights to any such payment or report.
2. You may not take any action on or with respect to YouTube (or other networks that allow for the so-called "claiming" or "monetization of content") that would interfere with the ability of Content Users to monetize or collect revenue from any such network with respect to their Works For Distribution.

## **IX. Representations, Warranties and Clearances**

You hereby represent and warrant as of the date you accept this Agreement and the date of each submission of Content as follows:

1. The Content represents original creations and expressions of subject matter.
2. You (i) have the legal capacity and authority to enter into this Agreement, (ii) are the sole and exclusive owner of the Content and the copyright thereof or otherwise have obtained from such owner and have the full legal right, power and authority to grant or transfer all of the rights to the Content granted and transferred to us under this Agreement, including the full legal right, power and authority to grant us the right to sublicense such Content as contemplated under the LuckStock License Agreement, and (iii) have not granted any rights or licenses to any Content or any other intellectual property or technology or entered into any other agreement or commitment that would conflict with this Agreement or the LuckStock License Agreement.
3. You represent that, if you are an individual, you are of sufficient legal age to grant the rights and to create binding legal obligations set out in this Agreement.
4. You represent that all information provided to us by you or under your LuckStock membership or user ID, including all Content Information provided by you, is accurate and complete, including all information relating to the Content, any releases, you and credit card, payment address, or other payment information, and you agree to update such information as is necessary for such information to continue to be accurate and complete.
5. You are the LuckStock Member under whose user ID you are accessing the Website and uploading or otherwise submitting Content to us or a duly authorized Representative of such Member.
6. If the Content consists in whole or in part of elements that are provided by a third party design or other software program, the license agreement or other legal terms governing the use of such program allows you to incorporate such elements in the Content and to grant the licenses to such Content set forth in this Agreement.
7. No portion of the Content contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement or the LuckStock License 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 Website or any other hardware or computer system or software, or which would otherwise render inaccessible or impair the use of any of the same in any way.
8. Along with the Content you have used all reasonable efforts to provided all Content Information necessary to enable the effective marketing of the Content on the Website, which Content Information is accurate, complete and not misleading in all material respects and does not include any false, misleading or inapplicable metadata intended to or which has the effect of keyword "doping" or improperly altering search results that would otherwise be applicable to such Content, and to the extent that after submission of the Content you learn of anything to the contrary you will promptly update the Content Information provided to us.
9. If the Content contains or depicts any recognizable name, voice, person, image, trademark, trade dress, logo, copyrighted audio, design, art, architecture or other works (collectively "Third Party IP"), and the Content Information indicates that you have obtained a model release from the person or persons depicted or a property release from the owner of the Third Party IP, (i) you have in fact obtained and have and will retain in your

possession such release or releases, as the case may be, (ii) on request by us or the Content User, you will provide to us or such Content User such release or releases, as the case may be, (iii) such release or releases are in the form and substance of the form model release or property release, as applicable, maintained by us on the Website or substantially conform to the same, (iv) if a model release, the same was signed by the person whose name, voice, person or image was depicted and if the person was under the age of 18, the parent or legal guardian of such person, and (v) if a property release, to the best of your knowledge, the same was signed by the person who owns the Third Party IP.

10. The Content has not been obtained, created or submitted to us under this Agreement in violation of any law.
11. The Content is not subject to any terms or condition that might be breached by the Content being used or distributed by (i) us as contemplated under this Agreement, or (ii) any Content User or other Person as contemplated by the LuckStock License Agreement.
12. If the individual who is entering into this Agreement or uploading or otherwise submitting the Content to us is doing so on behalf of his/her employer or other Person (including the Member if different from such individual), such individual represents and warrants that (i) he/she has the full right and authority to execute, deliver and perform this Agreement on behalf such employer or other Person, and (ii) this Agreement is a binding Agreement of such employer or other Person, enforceable against such employer or other Person in accordance with its terms. In the event that such employer or other or other Person (including the account Member) claims that such individual does not have such right, power and authority, such individual agrees that notwithstanding the preamble of this Agreement, in addition to all rights and remedies available against such employer or other Person, he/she will be personally liable to us under the provisions of Section X below whether or not such individual is otherwise considered to be "you" hereunder.
13. If after the submission to us of any Content, you receive any notice or otherwise learn in any way that any of the representations made by you in this Agreement were not accurate, complete and not misleading in all material respects or no longer are accurate, complete and not misleading in all material respects or of any claim by a third party to the effect of the foregoing, you will promptly provide us with written notice all relevant facts regarding the same and if appropriate, remove the Content from the Website.

#### **X. Indemnification**

1. You agree to defend, indemnify and hold the LuckStock Parties harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any claim, action or proceeding by a third Person relating to or arising directly or indirectly out of (i) a claim that if proven would constitute a breach by you or any of your Representatives of this Agreement or any representation, warranty, or obligation contained herein, (ii) a claim that if proven would constitute a failure to fulfill any responsibility or obligation assumed by you under this Agreement, or (iii) a claim that a use of or other action regarding any Submitted Content by us under this Agreement or by a Content User in accordance with the LuckStock License Agreement infringes, misappropriates, or violated any copyright, trademark, trade secret, moral right, right of publicity or privacy or other intellectual property right of a third party, defames a third party or otherwise gives the right of a tort action by a third Person.

2. In addition, you agree to defend, indemnify and hold the Content Users harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any claim, action or proceeding by a third party to the extent based on (i) a claim that the use of or otherwise dealing with any Submitted Content by a Content User in accordance with the LuckStock License Agreement infringes the copyright of a third party, or (ii) a claim that if proven would constitute a breach by you or any of your Representatives of this Agreement or any representation contained in Section 8; provided that the indemnity in this paragraph will not apply if the claim, action or proceeding arose in part from the failure or alleged failure of a Content User to carry out an express responsibility or obligation assumed by the same in the LuckStock License Agreement, including the obligation of the Content User to make an independent assessment of the need for a release for any Third Party IP and obtain any such release that is needed.

#### XI. Claims Against Content Users and Third Parties

1. You agree that we will have the right, but no obligation whatsoever, to make any claim, bring any lawsuit or take any action regarding a breach or claimed breach by a Content User (a "Breaching Content User") of the LuckStock License Agreement and/or an infringement or claimed infringement of any of intellectual property or other rights in or relating to the Content by a Breaching Content User (each, an "Enforcement Action") and you hereby authorize us to make any such claim, bring any such lawsuit and/or take any such Enforcement Action on your behalf and upon our request you will provide any information, assistance and cooperation that we reasonable request in connection therewith.
2. You hereby release us from any and all claims you might now or in the future have, either directly or indirectly, arising out of or in connection with any Enforcement Action or determination by us to proceed or not to proceed or how we proceed in any Enforcement Action in any instance. Any monetary recovery we receive as a result of any Enforcement Action, to the extent such monies are intended to compensate us for lost licensing fees or statutory damages, shall, after deduction of all costs and expenses incurred in gaining such recovery (including reasonable attorneys' fees and costs) incurred by or on behalf of us in connection with such action, be divided between you and us pursuant to the provisions of the Contributor's Fees section above.
3. In the event we elect not to proceed against a Breaching Content User, you shall have the right to bring an Enforcement Action against such Breaching Content User for such breach or infringing action. Any monetary recovery you receive as a result of any Enforcement Action, to the extent such monies are intended to compensate for lost licensing fees that would have been due to us, shall, after deduction of all costs and expenses incurred in gaining such recovery (including reasonable attorneys' fees and costs), be divided between you and us pursuant to the provisions of the Contributor's Fees section above.
4. We will have no obligation whatsoever or authority to make any claim, bring any lawsuit or take any action regarding an infringement or claimed infringement of any intellectual property or other rights relating to the Content by any third party who is not a Content User or believed by us to be a Content User.

#### XII. Term and Termination



1. We may for any or no reason terminate this Agreement in connection with any specific Content or all Content (the "Terminated Content") at any time by providing you with written notice including: (i) a statement of our intent to terminate; (ii) the effective date of such termination; and (iii) an identification of the Terminated Content. We will remove from the Website the Terminated Content and cease offering sub-licenses to the same no later than the effective date of termination.
2. You may for any or no reason remove any or all Content from the LuckStock.com Website or deliver to us written notice of your request that we remove any or all Content from the Website. Such notice must be communicated by email to legal@LuckStock.com or such other means of written notice acceptable to us which enables us to confirm your identity. After we are able to reasonably confirm your identity and the authority of the individual who sent the notice, we will use our reasonable efforts to as soon as is practical cease offering such Content to Resellers and Content Users and remove the same from the Website. Subject to the next sentence, upon such removal the rights granted hereunder to us in connection with the specified Content will terminate. We and the Resellers may continue to utilize the terminated Content for purposes of advertising, marketing and promoting the Website, including use of the Content and derivative works thereof on the Website for such advertising, marketing and promotion of the Website, for a period of one (1) year from the effective date of such termination.
3. Notwithstanding any other provision in this Agreement: (i) removal of any content from the Website and/or the termination or expiration of this Agreement or any rights granted to us hereunder will not terminate, alter or otherwise affect any rights granted by us as authorized in this Agreement prior to the effective date of such removal, termination or expiration, including rights granted to Content Users under the terms of the LuckStock License Agreement or any sub-license thereof permitted by said agreement, and each of such rights and sub-licenses will continue in full force and effect in perpetuity; and (ii) if any of your Content is in a customer's cart at the time of the removal or termination, we will not be required to remove the Content from the cart and we may allow the customer to purchase a license to such Content under the LuckStock License Agreement for a period of 30 days after such removal or termination.
4. Upon termination, we will be entitled to retain all amounts owing to you 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.
5. The terms and provisions of the Preamble and Sections I, III(5), IV(4), (5) and (6), V(2) through (6) and VII through XIX shall survive termination or expiration of this Agreement for any reason.

### **XIII. Disclaimer of Warranties**

1. OUR SERVICES AND THE WEBSITE, INCLUDING ALL SERVICES PROVIDED THEREIN, ARE PROVIDED BY US ON AN "AS IS" BASIS, WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

2. WE DISCLAIM ANY REPRESENTATION OR WARRANTY THAT OUR SERVICES, THE WEBSITE OR ANY SERVICES PROVIDED THEREIN WILL MEET YOUR REQUIREMENTS, ALWAYS BE AVAILABLE, WILL BE UNINTERRUPTED, SECURE, FREE OF VIRUSES OR SIMILAR CONTAMINATION, OR OPERATE WITHOUT ERROR; THAT INFORMATION OR MATERIALS INCLUDED ON THE WEBSITE WILL BE ACCURATE; OR THAT CONTENT USERS AND OTHER WEBSITE USERS WILL PERFORM THEIR OBLIGATIONS AS PROMISED.

#### **XIV. Limitation of liability**

1. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF OUR SERVICES AND THE WEBSITE INCLUDING ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN. YOU AGREE THAT THE LUCKSTOCK PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE TO CONTENT OR MATERIAL SUBMITTED TO THE WEBSITE AND YOU ARE REQUIRED TO MAINTAIN YOUR OWN BACKUP FILES FOR ANY CONTENT SUBMITTED TO US.
2. THE LUCKSTOCK PARTIES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR (i) ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST ROYALTIES OR PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES OR PROCEEDING ARISING UNDER THIS AGREEMENT OR RELATING TO OR ARISING OUT OF YOUR OR ANY OF YOUR REPRESENTATIVES' USE OF THE WEBSITE OR OUR SERVICES OR SUBMISSION OF ANY CONTENT, OR (ii) ANY DAMAGES, COSTS, LOSSES, PROCEEDING OR LOST ROYALTIES OR PROFITS WHATSOEVER RELATING TO OR ARISING OUT OF ANY USE, COPYING, MODIFICATION, DISPLAY, PERFORMANCE, DISTRIBUTION THEREOF OR OTHER ACTION BY ANY CONTENT USER OR ANY OTHER THIRD PARTY, OR RELATING TO THE RESULTS FROM THE USE THEREOF OR OTHERWISE, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. 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.
3. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF THE LUCKSTOCK PARTIES ARISING UNDER THIS AGREEMENT OR RELATING TO OR ARISING OUT OF YOUR OR ANY OF YOUR REPRESENTATIVES' USE OF THE WEBSITE OR OUR SERVICES OR SUBMISSION OF ANY CONTENT OR ANY OTHER AGREEMENT (REGARDLESS OF THE AMOUNT OF CONTENT YOU SUBMIT TO US), SHALL BE LIMITED TO AN AGGREGATE OF ONE THOUSAND (\$1,000) U.S. DOLLARS, EVEN IF WE OR ANOTHER LUCKSTOCK PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT THIS LIMITATION WILL NOT APPLY TO THE FEES THAT ARE EXPRESSLY PAYABLE TO YOU HEREUNDER.

4. No action, regardless of form, arising under this Agreement or relating to or arising out of your or any of your Representatives' use of the Website or our services or submission of any Content or any other agreement may be brought by you more than one year after the cause of the action has accrued.
5. We will not be held responsible for any delay or failure to comply with our obligations under this Agreement if the delay or failure arises from any cause which is beyond our reasonable control.
6. YOU ACKNOWLEDGE AND AGREE THAT (i) THE FEES FOR THE USE OF THE CONTENT REFLECT AND ARE SET IN RELIANCE UPON THE ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, AND (ii) THE LIMITATIONS OF LIABILITY HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

#### **XV. Interpretation**

Unless the context requires otherwise, in any part of this Agreement: (a) "including" (and any of its derivative forms, e.g. "includes"), "e.g." and "for example" means "including but not limited to"; (b) "must not", "should not", "shall not" and "may not" are expressions of prohibition, and "will", "must", "should" and "shall" are expressions of command, and not merely expressions of future intent or expectation; (c) use of the singular imports the plural and vice versa; (d) references to one or no gender include the other or no gender; (e) references to the terms "herein" or "hereto" refer to this Agreement (including any terms incorporated by reference herein); (f) references to "in each case" refers to each case referred to prior to such phrase in the same sentence; (g) the headings in this Agreement are for ease of reference only and shall not affect its interpretation; and (h) when calculating the time period before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and the time period shall be deemed to end at 11:59 PM Greenwich Mean Time on the applicable date.

#### **XVI. Miscellaneous Provisions**

1. The parties to this Agreement are independent contractors, and nothing in this Agreement or the rights granted herein, any upload or submission of Content or access to or use of the Website shall create a joint venture, partnership, employment relationship, or franchise or fiduciary relationship between the parties.
2. Upon reasonable notice, you will promptly allow us to inspect and provide us with information or documentation requested by us relating to (i) the creation of any Content, (ii) clearances or releases that have been obtained for any of any Content, and/or (iii) licenses, agreements or instruments relating to ownership of or rights to any Content. You also consent to us providing any of the same you have provided to us to Content Users and prospective Content Users.
3. If any provision, or portion thereof, of this Agreement, or its application to any Person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.

4. This Agreement shall be construed in accordance with the laws of the United States and the State of Delaware without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The rights granted herein, any upload or submission of Content, access to and use of the Website and the entering into this Agreement will be deemed to take place in the United States.
5. Any dispute regarding this Agreement, the rights granted herein, any upload or submission of Content, any license granted by us or access to and use of the Website will be resolved exclusively by a State or Federal court in Delaware in the United States. We and you hereby waive any objection to venue, or to the inconvenience of the forum, of any such court or right to trial by jury to resolve any such dispute. The parties hereby consent to the jurisdiction of such courts.
6. You will promptly reimburse us for any reasonable attorneys' fees and court costs that are incurred by us in enforcing this Agreement.
7. All of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and permitted assigns.
8. The LuckStock Parties, the Persons indemnified hereunder and with respect to the Representations and Warranties set forth above, the applicable Content Users are intended third party beneficiaries of this Agreement; provided that a Content User (other than any of the LuckStock Parties) will not be entitled to assert a claim in reliance on this provision or Section X if the claim arose in part from the failure of a Content User to carry out an express responsibility or obligation assumed by the Content User under the LuckStock License Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other third Persons any rights, benefits or remedies of any nature whatsoever. Without limiting the generality of the foregoing, no provision herein shall be for the benefit of or enforceable by any creditor of any party hereto.
9. Except as otherwise set forth herein, any notice required or permitted to be given under this Agreement shall be in writing, delivered by hand, nationally recognized overnight courier service, registered or certified mail, addressed to LuckStock at: LuckStock Inc., 304 S. Jones Blvd Suite 295, Las Vegas, NV 89107, with a copy by email to legal@LuckStock.com; or to you at the email address or contact information provided by you in your LuckStock member or registrant account.
10. If you breach any provision of this Agreement and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach this Agreement.
11. Your obligations and our rights and remedies set out in this Agreement are cumulative and are in addition to your obligations and our rights and remedies at law or in equity.
12. This Agreement is personal to you and is not assignable by you without our prior written consent. We may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
13. This Agreement is in addition to the Website Terms and the [LuckStock License Agreement](#), as any of the foregoing may be modified by us from time to time (all of which are all incorporated by this reference into this Agreement), all of which together embody the parties' entire agreement and supersedes and cancels any prior agreement, express or

implied, written or oral, with respect to its subject matter; provided that in the event of any inconsistency between this Agreement and any such Website Terms, the terms of this Agreement shall govern.

#### **XVII. Our Right to Make Changes to This Agreement**

1. Notwithstanding anything else in this or any other agreement, we will have the right, in our sole discretion, to make changes to this Agreement, the [LuckStock License Agreement](#) and/or the Website Terms at any time and for any reason, and (ii) you will be subject to the terms of this Agreement, the Website Terms and the [LuckStock License Agreement](#) in force (i) at the time that you upload or otherwise submit the Content, or (ii) one (1) week after the date we send notice of a change, whichever is later.
2. You will have the right to opt out of the modified version of this Agreement by both removing your Content from the Website and providing us with written notice of your opt out during this notice period, provided that no such opt-out will in any way affect any sublicense granted by us before the Content is removed from the Website.
3. No modification, deletion, amendment of any provision is binding on us unless in writing signed by our authorized representative or posted by us on the site.

#### **XVIII. Consent to Electronic Communications; Your Personal Data**

1. We may send any notice to you by an email to the Member account at the email address that has been provided to us on your Member registration page. You consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
2. You consent to your personal information being shared with and processed in the course of our business by (a) us and our Subsidiaries, which are located in various different countries, including the U.S., which provide varying and in some cases less privacy protection than your country, and (b) in some cases the Content User in case of questions about clearances or claims of infringement.

#### **XIX. Acceptance of this Agreement**

1. By clicking "[I Agree](#)" or otherwise signifying acceptance, you accept and agree to be bound by this Agreement for yourself and on behalf of your employer or other Person that is identified as the Member, and agree to be bound by its provisions. If you are accepting on behalf of your employer or other Person, you represent and warrant that you have full legal authority to bind your employer or such other Person and to submit the Content and the Content Information to us and the Website on behalf of such employer or other or other Person.
2. You acknowledge that you have read this Agreement, understand it, and have had an opportunity to seek independent legal advice prior to agreeing to it. In consideration of LuckStock allowing you to submit the Content, you agree to be bound by the terms and conditions of this Agreement. Additionally, you acknowledge and agree that you have reviewed the Website Terms, the [LuckStock License Agreement](#) and any other agreements

which may be incorporated by reference herein and therein, and to the extent of their incorporation in this Agreement, you agree to be bound by them.