

## Create My Scene, Inc. Submission Agreement

This is an agreement between the “Supplier” and Create My Scene, Inc. (“CMS”). This document outlines the terms and conditions of the relationship between the two parties. By submitting a photograph, illustration, or any other type of image the Supplier understands that he or she agrees to be bound by the terms of this Contract. This agreement which may be amended from time to time describes and controls your legal relationship with CMS, the rights you are granting to CMS in any photographs, images, vectors, or other forms of art submitted by you to CMS and what uses CMS may make of the submitted content. This document also explains your obligations to CMS and Create My Scene’s obligations to you, including the obligation to pay you as hereinafter set forth. The relationship of the parties is that of independent contractors.

### *Copyrights*

The Supplier **promises and warrants** that the materials submitted to CMS do not infringe on any patents, trademarks, copyrights, right of privacy, or any other applicable law or proprietary right. By submitting his or her image, the Supplier warrants that he or she owns all proprietary rights, including copyright in and to the supplied image and the he or she is of at least 18 years of age.

The Supplier hereby grants CMS a worldwide non-exclusive license to use the images provided on the website located at [www.createmyscene.com](http://www.createmyscene.com) and its affiliated domains. The Supplier further grants CMS the irrevocable right to print the image on all of the products and materials that CMS offers to its customers. The Supplier grants CMS the right and license to publicly display and resell all images submitted.

Upon receiving submitted images, CMS may decide to accept or refuse the Supplier’s offer of license. In the event that CMS refuses a submitted image, the offer of license becomes terminated, and CMS obtains no rights in the Image Content. In the event that CMS accepts your submission, CMS will notify of its acceptance, and the license granted hereunder will become effective. The decision to refuse or accept a submission lies solely in the discretion of CMS, and CMS may refuse an offer for any reason.

It is agreed that all rights, including title and copyright, in and to the supplied images is retained by the Supplier, and that no title or copyright transfers is granted to CMS or a third party. The Supplier acknowledges that no monetary or financial compensation is owed or required to be paid to the Supplier by CMS or any of its directors, officers, employees, partners, agents or members for the rights granted herein by the Supplier. Notwithstanding the foregoing, CMS currently acknowledges that its policy is to provide certain payments to the Supplier whenever an image submitted by the Supplier is printed on a tangible item that is sold for a profit by CMS. The parties also agree that CMS may amend such policy as reasonable business objectives may from time to time require.

The Supplier agrees that neither CMS nor any of its directors, officers, employees, partners or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use, the supplied image. The Supplier further acknowledges that he or she is legally responsible for any challenges made by a third party regarding copyright in the image supplied to CMS.

### *Indemnification*

The Supplier agrees to indemnify, defend and hold Create My Scene, Inc. and its officers, directors, owners, agents, information providers and licensors (collectively, the “Create My Scene, Inc. Parties”) harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys’ fees) incurred by any CMS Party in connection with: (a) any use or alleged use of the CreateMyScene.com website under the Supplier’s member name by any person, whether or not authorized by the Supplier; (b) any image submitted under the Supplier’s member name and/or identity; or (c) any breach of the Supplier’s Warranties contained in this Contract. CMS reserves the rights, at the Supplier’s expense, to assume the

exclusive defense and control of any matter otherwise subject to indemnification by the Supplier, and in such case, the Supplier agrees to cooperate with CMS's defense of such a claim.

#### *Warranties*

The Supplier warrants that he or she has the right to grant the license contained in this Contract to CMS and its members. The Supplier makes no warranty, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. The image submitted is supplied "as is."

#### *Modifications*

CMS may modify this Contract at anytime at its sole discretion. Such modifications can be found at this website ([www.createmyscene.com](http://www.createmyscene.com)). After notice of a modification the Supplier's continued submission constitutes an affirmative agreement to be bound by such new Terms and Conditions, which are effective immediately for all submissions made after the time of such modifications. CMS may notify the Supplier of such modifications via this website ([www.createmyscene.com](http://www.createmyscene.com)) or by sending notice via email, postal mail, or other means. If the Supplier does not agree to any such modifications of Terms and Conditions he or she must immediately cease submissions. Images submitted prior to any modifications will remain subject to the Terms and Conditions agreed to at the time of submission. Furthermore, once an image is submitted by the Supplier, CMS is granted the right to use the image for any and all aforementioned purposes indefinitely and the Supplier has no right, under any circumstances, to remove an image from the Web site ([www.creatmyscene.com](http://www.creatmyscene.com)) or any other domain owned by CMS.

#### *Compensation*

CMS pays the Supplier each time his or her photo is used on a saleable product. The current royalty rate per product sold is \$10.00 per unique image submitted. Royalties will accumulate each time a CMS product is printed using the supplied image and sold.

Royalty payments are distributed upon receipt of a written request in the form of email or postal mail. The Supplier may request payment once the account has reached a minimum balance of \$100.00. In the event that the Supplier requests a wire transfer of payment, the Supplier will be charged for the transfer fee, and the amount of such fee shall not exceed US \$20.00. If the Supplier's account is cancelled for violation of this agreement at any time prior to accrued earnings in the royalty account, such royalties will be forfeited by the Supplier.

CMS may modify the royalty rate and/or payment schedule at any time and notify the Supplier by an announcement on the website ([www.createmyscene.com](http://www.createmyscene.com)) or by sending notice via email, postal mail, or other means. If CMS does modify the royalty rate, royalties earned before the effective change in rates will be credited at the rate in effect at the time such royalties were earned.

#### *Jurisdiction*

This agreement: (a) contains the entire understanding of the parties with respect to the subject matter covered herein and supersedes any prior agreements with respect to such subject matter; (b) shall be governed by the laws of the State of Florida without regard to applicable conflicts of law provisions.

The parties agree that any disputes arising from this agreement shall be resolved in the applicable courts of the State of Florida and the Federal Courts located therein; and agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available.

The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

If any part of this agreement is held void or unenforceable, it shall not affect the validity of the balance of the agreement. This agreement shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.