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Site usage

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Children (persons under the age of 18) are not eligible to use this site unsupervised and we ask that children do not register for an account or submit any personal information to us. By using this site unsupervised, and/or registering for an account, you warrant that you are 18 years of age or older.

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# Acknowledgements, Representations, and Warranties

#### **Acknowledgements, Representations, and Warranties**

By using the Website or any other of Our services, You thereby affirmatively acknowledge, represent, and warrant the truth and accuracy of each of the following statements:

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- h. In collecting license fees on behalf of Contributors, and retaining a portion of those license fees, Dreamstime does not derive a direct financial benefit from any particular Media. Dreamstime's only direct financial benefit comes from operating its Website, which allows Contributors to market their Media to potential license purchasers. Contributors are the only parties receiving a direct financial benefit from their creation and uploading of Media for licensing by Dreamstime's users.

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# Registering for an account

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# Royalty-Free concept

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This license represents a full ownership of the downloaded media. The buyer can use it exclusively (exclusivity applies from the moment that the file was downloaded using this license; buyer must take into account potential past downloads made for media and choose it accordingly or investigate further via support), and include it in any type of design with just a few restrictions: sensitive subjects may still apply and the buyer may not claim that the file was created by him nor resell it as his work. The agency will disable the media immediately after the buyer acquired this license. The Contributor is required to disable the file permanently from all other places where he may sell it, as soon as possible after the sale occurred, but no longer than 72 hours. This license grants the buyer exclusivity so the Contributor needs to keep in mind that exclusive media is represented by concepts, models, wardrobe, and subject matter which provide a unique creative message and small variations in the image (variations in camera angle, model posture or gesture, for example) do not enable other files as being different. All such variations rendering the media very similar in concept and message to the one sold under SR-EL should be removed from sale as well. The photographer acknowledge and agrees to provide the buyer with full ownership for the file retrieved using the SR-EL license.

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If a Model Release is available on file, it will remain within our database, a proof about its existence can be forwarded to the buyer, however, the MR info will still not be disclosed in respect of the Contributors` and models` privacy. These are additional licenses to the rights included within the regular Royalty-Free license.

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#### **Unauthorized use**

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#### **Credit Line Requirements**

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#### Model and property releases/clearances

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downloads are rolled over to the next month for as long as your subscription is active and within the limit of 5,000 unused downloads. Unused downloads from expired subscriptions may be rolled over to new identical plans, within the limit of 2,000 downloads, and for 30 consecutive days only.

To continue your downloads without interruption, credit packages and subscriptions that you purchase will renew automatically. Until canceled, renewal purchase prices will remain the same as your initial purchase price, except for promo and discount purchases unless otherwise specified, even if credit package or subscription prices are later increased.

You may be given the option to pay for yearly subscription plans in 12 monthly installments. If you elect to be billed in installments, your yearly subscription plan will be billed on a monthly basis for 12 months and payments may only be cancelled after all 12 installments have been collected. As with any other subscription package, at the end of a yearly subscription, your package will automatically renew at the same rate as your initial purchase price for another 12 months unless you cancel the package before the subscription renewal date.

If you elect not to continue your subscription after any trial or promo period, you must cancel your subscription before the renewal charge date, as specified after the purchase and on your 'Payment Profiles' page, to avoid paying a fee for the next subscription period. If you do not cancel before the renewal charge date, your account will be charged the periodic fee associated with the chosen subscription.

Subject to the foregoing, you may cancel automatic renewals at any time from your Payment Profiles page, but please note that cancellation of a yearly subscription package that has already begun does not cancel the payments due for your yearly subscription until all 12 installments have been collected under the package you selected. If your permitted cancellation request is not received in time, and your credit card is billed despite your desire to cancel your subscription, please contact customer support by phone (+1-615.771.5611) or email so that we may refund your subscription fee, provided you have not yet used any of the download credits associated with such subscription renewal. Fees charged to your payment method may be split into multiple charges, the aggregate of which shall not exceed the amount currently due for your particular purchase.

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# Copyright

The Contributor acknowledges that Dreamstime prohibits any Media or any other material that infringes on any patent, trademark, copyright, right to privacy, right to publicity, or any other applicable law or proprietary right to be uploaded to its web site located at Dreamstime.com.

By uploading his/her Media, the Contributor is warranting that he/she owns all proprietary rights, including copyright, in and to the Media. The Contributor acknowledges that he/she will provide accurate information at submission date and during the time interval that the file is hosted on Dreamstime's servers. Dreamstime reserves the right to verify the information and to take the appropriate measures in case of spam or inaccurate info.

The Contributor hereby grants Dreamstime a non-exclusive license to post the Media on its web site and to deliver it to its audience, affiliates or other representatives, through different media channels, and further grants Dreamstime and its representatives the right to sublicense the Media to their customers in accordance with the terms of the Dreamstime Royalty-Free License Agreement, a copy of which the Contributor acknowledges reviewing and agreeing to.

The Parties agree that all rights, including title and copyright, in and to the uploaded Media, shall be retained by the Contributor, unless otherwise mentioned by the license agreement. The Contributor acknowledges that no monetary or financial compensation is owing or required to be paid to the Contributor by Dreamstime or any of its directors, officers, employees partners, agents or members for the rights granted herein by the Contributor. While Dreamstime acknowledges that its policy is to provide the Contributor with certain payments whenever a Media uploaded by the Contributor is downloaded, the parties agree that Dreamstime may amend such policy from time to time, as reasonable business objectives may require.

Currently, each Contributor may request to be paid for his/her balance on Dreamstime.com and Dreamstime is obligated to pay via check or similar means, once the balance has reached \$100 and the Contributor has submitted a payment request via website.

Dreamstime is entitled to carefully analyze all details and logs of the Contributor and his/her downloads/sales on the website. If any suspicion exists, Dreamstime.com has the right to delay the payment request until all details are cleared or to refuse the payment.

The Contributor is entitled to disable file(s) from his portfolio by using the appropriate section of Dreamstime.com (My Account/Online files). Read the Contributors` Exclusivity and Non-Exclusivity Terms for specific details regarding the contributors` obligations. Dreamstime is entitled to retain low res copies of disabled content for site indexing and archival reference purposes, in order to allow previous buyers to verify the accuracy of the content or to allow the Photographer to reactivate the file(s). For the avoidance of doubt, Dreamstime will cease all

future licensing of any Media that has been disabled from your portfolio unless and until you request that the disabled Media be reactivated.

Should the Contributor enter an agreement with Dreamstime which provides exclusive rights to the agency or towards its customers, the Contributor bounds himself to disable the image from all other sites according to the specific terms of the agreement: assignment or the SR-EL extended license.

The Contributor agrees that neither Dreamstime.com 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 Media. The Contributor further acknowledges that he/she is responsible for any challenges made by any third party regarding copyrights in the Media.

#### **Notification of copyright infringement**

Dreamstime may terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on Dreamstime's site, send Dreamstime a notice containing: (i) a physical or electronic signature of the copyright owner or person authorized to act on behalf of the copyright owner; (ii) a description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing; (iii) a description of where the material that you claim is infringing is located on the Dreamstime site; (iv) information sufficient to permit Dreamstime to contact you, such as your physical address, telephone number, and email address; (v) a statement that you have a good faith belief that the use of the material you identified is not authorized by the copyright owner, its agent, or the law; and (vii) a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf. Dreamstime has designated and registered with the United States Copyright Office the following agent for receipt of notices of alleged copyright infringement appearing on the Dreamstime site:

Mark J. Bryn, Esq.

Bryn & Associates, P.A.

One Biscayne Tower, Suite 2680

Two Biscayne Boulevard

Miami, Florida 33131

Tel: (305) 374-0501

Fax: (305) 372-8068

Email: copyright@dreamstime.com

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# **Assignments**

#### **Assignment terms - general terms:**

In order to participate in the **Dreamstime On Assignment** monthly contest you should fulfill the following conditions:

- Have an active Contributor account at Dreamstime.com
- Be the sole author of the Media submitted
- Submit only Media that closely follow the monthly contest theme
- Submit a valid Model Release form (signed by the model) if the image contains any recognizable people faces
- If enrolled in more than one contest, the media can be assignment winner only once
- All assignment submissions must be marked as exclusive
- Already online files can participate in assignment contests provided they are submitted again for consideration. If approved, the regular files must be disabled

**The Contributors** will have the following obligations and rights:

#### **Obligations**:

Sell the selected Media from Dreamstime On Assignment contest only on Dreamstime.com. The Media approved for the contest become exclusive to Dreamstime agency and cannot be sold anywhere else, including your own website.

#### Rights:

1. You may disable or revert the image(s) to a lower level (by resubmitting or reactivating it) at

any time, but not earlier than 12 months since its upload date. In this way, the exclusivity agreement with Dreamstime will cease to exist.

2. Photographers have the right to upload existent work and Media that already make up a part of his/her portfolio on Dreamstime.com.

#### **Dreamstime.com** obligations and rights:

#### **Obligations**:

Dreamstime is obliged to choose a number of winning Media every month. The number of winner Media is not specified and there is no minimum or maximum limit of selected Media. It will vary upon the number of good quality Media submitted.

#### Rights:

Dreamstime.com reserves the right not to select any of the submitted Media for general refusal reasons such as: noise, out of focus, poor lightning, distorted pixels, poor composition, or Media that do not comply with the assignment theme.

#### **Assignment terms - Sell the rights option**

In addition to the above terms the Contributor should submit a valid EXCLUSIVE Model Release form (agreed and signed by the model) if the image contains any recognizable people faces.

#### Sell the rights option - Photographer's Media Copyright Release Form

For valuable consideration: I hereby authorize Dreamstime.com to publish, distribute, and sell all photographs that I submit to them in their web site assignments at https://www.dreamstime.com

I understand that by submitting Media to Dreamstime.com, I authorize Dreamstime.com to duplicate, print, distribute or resell any and all submitted Media, for sale to the public or for commercial applications. I also understand that any image that includes a recognizable person or property requires written consent from that person or owner prior to submission and I should attach a signed Model Release document or a Property Release document specifically signed for Dreamstime.com. I am aware and fully understand that Dreamstime.com will not be held liable for any copyright infringements on any photographs submitted by myself. By submitting my photographs to Dreamstime.com for publication in their web site galleries for sale, I relinquish my rights to sell and/or use anywhere besides Dreamstime.com the Media that has been submitted.

I understand that the buyers of any licenses sold by Dreamstime.com for my Media, will remain

anonymous to me. In this event, I agree not to make any contact with the buyers of my Media, unless they are in obvious undisputable breach of the licensing terms of the license issued by Dreamstime.com. In the event I take any action against the buyers for being in breach of the licensing agreement, I agree to notify Dreamstime.com in writing of my intentions and I agree to indemnify and hold harmless Dreamstime.com, its owners or directors, staff and associates of any and all such actions.

I acknowledge that in exchange for this copyright release, Dreamstime.com is obligated to award a fee for each image submitted and accepted by Dreamstime.com and that the agency will set the fee for each assignment. I understand that Dreamstime.com is entitled to refuse any of my Media in which case I retain all copyrights, without any further obligations.

I acknowledge Dreamstime.com has the right to remove from the Dreamstime.com web site any photograph at any time. Dreamstime.com is not required to alert the Contributor as to the reasons for the removal unless the Contributor specifically requests a reason.

In addition to the terms stated above, I confirm to Dreamstime.com that:

The photos submitted are my own personal property.

I will honor completely all licenses sold by Dreamstime.com, within the terms of those licenses. I agree to abide by all the terms and conditions as stated within this document and in regard to copyrights and or my release of copyrights that are included in this form.

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# Referral program

#### **Referral program terms**

In order to participate in our Referral program you should accept the following terms and conditions:

#### What you have to do:

- read the referral terms and agree with them
- do your best to promote the site, using the site's badges, your unique referral URL or your referral ID

#### What we will do:

- provide 10% from all credits packages bought by a designer that you referred, for 3 years after their sign up!
- provide 10% from all sales made by a Contributor that you referred, for 3 years after their registration!
- add all income to your earnings account: you can cash it as soon as the total earnings reach \$100 (that includes your regular income, if you're a Contributor)
- keep track of all visits you bring for 30 days after the URL is first clicked (cookies must be enabled)

#### **Obligations**

By joining this program you agree to promote the community and Dreamstime.com website. This participation doesn't entitle you to represent Dreamstime.com or the community but only to recommend it to potential members. Your participation implies that you will act as a responsible person promoting the community by various means, exclusively legal. Neither spam actions nor any fraudulent attempts will be tolerated.

You agree to use only legitimate means for promoting the community and to not interfere or damage the activity of the website or any other website or servers. You are not, through your participation in our Referral Program, permitted to (i) bid on, purchase or otherwise register/use `Dreamstime`, `dreamstime.com`, or any other similar spelling, or use the same in connection with the words `Official`, `Officially`, or `Official Site` as keywords or advertising words on any internet search engines, including without limitation, google.com, bing.com, ask.com, yahoo.com, etc.; (ii) use our trademark `Dreamstime` in association with any similar or competing website or service; or (iii) register any domain name which incorporates or is a `misspelling` or variation of `Dreamstime.` You agree that in the event you violate any part of this section of this Agreement, your account may be terminated, any amount earned but not paid yet will be forfeited, and you will cooperate fully in transferring any items forbidden by this section to Dreamstime as the rightful owner.

All referees received from your account can be analysed by computer scripting or human administrators. If any fraudulent activity related to your account is traced, Dreamstime will take further action in order to stop and punish delinquent accounts via legal means.

We reserve the right to change the current terms and conditions in part or entirely. This program can be adjusted or canceled at our sole discretion and according to the program's activity,

feedback and/or other input we receive. Any significant changes will be published on our website. If you do not agree with these changes, you should stop referring the site and cease further participation. Your future participation to the Referral program constitutes a full acceptance of our terms.

#### **Specifications**:

- 1. For every new visitor you refer, Dreamstime will keep a record of his IP and place a cookie on his computer. Cookies must be enabled, or the visit cannot be tracked. If the visitor returns within 30 days, our system will track him or her and award any revenue to your account.
- 2. For every new referred user that buys something from the site, Dreamstime awards you 10% from each of his buying transactions` gross amount. This applies for 3 years after his registration and only for members that previously did not have a Dreamstime account.
- 3. For every new referred Contributor that uploads Media on the site, Dreamstime awards you 10% from all their gross sales, for 3 years after their registration. Same as for buyers, this applies only for Contributors that are not a current or past members of Dreamstime.
- 4. The client you refer (referee) must reach the site using a site badge link, your referral link or by entering your referral ID at registration. If the visitor came from your referral link, there is no need to enter a referral ID.
- 5. All earnings are added to your account. You are eligible to request a payment once the balance has exceeded \$100. This is the regular balance, it can include the earnings made by selling your stock photos on Dreamstime, if you're a Contributor. Please note, you will not receive awards when a referred user or a buyer of a referred Contributor's image chargesback the credit card charge for the purchase or receives a credit for the purchase. In the event that you have already received the award amount (i.e. been compensated) for such purchase, although we reserve the right to request a cash return of such funds, the amount you received with respect to such purchase will be debited against your balance of credits.

#### **No Waiver / Severability**

No action of Dreamstime, other than an express written Waiver or Amendment, may be construed as a waiver or amendment of this Site Usage Agreement. Should any clause of this Agreement be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.

### Free images section

#### Free images section:

Any contributor can donate images for the free images section. The contributor is responsible for the donation and entitles Dreamstime to make the image available for free to its registered customers, accompanied by the regular Royalty Free license. As long as the image is available for free, Dreamstime will not charge any fees from customers for downloading the high resolution file and no earnings will be placed in the account of the Contributor who donated the image.

All donations are selected by admin, Dreamstime reserves the right to select only the submissions it considers as appropriate for this section.

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### **Trademarks**

#### **Dreamstime Trademarks**

The trademarks, services and logos used and displayed in Dreamstime.com are registered and unregistered trademarks of Dreamstime.com its subsidiaries and affiliates. Dreamstime.com trademarks may only be used publicly with the permission of Dreamstime, Inc. with proper acknowledgement. Except as expressly granted Dreamstime, Inc. does not grant any express or implied rights under any patents, copyrights, trademarks or trade secret information.

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### **Disclaimers**

#### **Disclaimers**

DREAMSTIME PROVIDES YOU WITH ITS SITE AND MEDIA ON AN AS IS BASIS. WE OFFER NO WARRANTY, EXPLICIT OR IMPLIED, REGARDING ANY IMAGES, THE SITE, THE ACCURACY OF ANY INFORMATION, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-FRINGEMENT, OR THAT THE SITE OR ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER DREAMSTIME NOR ANY AFFILIATES OR MEMBERS SHALL BE LIABLE TO YOU OR ANY OTHER THIRD PARTY CLAIMING THROUGH IT FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO THE USE OF THE IMAGES, WHETHER FRAMED AS A BREACH OF WARRANTY OF MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, UPON ANY LEGAL THEORY, IN TORT, CONTRACT, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE. IN NO EVENT SHALL DREAMSTIME'S OR ITS AFFILIATES' LIABILITY FOR YOUR USE OF ANY IMAGE PROVIDED HEREUNDER EXCEED THE GREATER OF THE AMOUNT INVOICED AND PAID BY YOU FOR THE USE OF THAT IMAGE.

#### Indemnification

Except for Media licensed under RF-CC0, and subject to a maximum amount of \$10,000 per Media licensed under standard Royalty Free and \$250,000 per media licensed under Extended licenses and all other conditions set forth below, Dreamstime agrees to indemnify, defend, and hold you harmless against any third-party claim that the licensed Media, when used in accordance with these Terms, infringes upon such third party's rights or intellectual property. In order to be eligible for the indemnity described in the preceding sentence, you must:

- (i) notify Dreamstime within 5 days after you become aware of any claim for which you seek indemnification;
- (ii) give Dreamstime sole and exclusive control over the defense of such claim; and
- (iii) fully cooperate with Dreamstime in defending such claim including, without limitation, by promptly responding truthfully to any requests for information that Dreamstime may reasonably make. To the extent that you determine to participate in the defense of any claim, such participation shall be done through counsel that you may select and retain, but at your sole expense, and your participation shall not impact Dreamstime's sole and exclusive control over such defense. All decisions made by Dreamstime relating to any indemnity claim shall be final.

You agree to indemnify, defend, and hold harmless Dreamstime against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement, the use of this site, your failure to abide by any restriction regarding the use of an Media, or any claim by a third party related to the use of a Media, alone or in combination with any other material.

As a Contributor, for each piece of Media that you contribute, you agree to indemnify, defend, and hold harmless Dreamstime against all claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any claim that such Media infringes upon any third party's rights or intellectual property.

#### Arbitration

All Disputes (including any dispute relating to the arbitrability of this Agreement or any provision of this Agreement or any other dispute relating to arbitration) must be submitted to arbitration before and in accordance with the arbitration rules of the American Arbitration Association in accordance with its commercial arbitration rules and applying the laws in effect in Miami-Dade County, Florida. The term 'Dispute' means any controversy or claim arising out of or relating to the Dreamstime website, the services offered through the website, or this Agreement, or any breach thereof, including any claim that this Agreement, or any part of this Agreement is invalid, illegal or otherwise voidable or void.

The provisions of this Arbitration Section must be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction or arbitrator determines that any such provisions are unlawful in any way, such court or arbitrator is to modify or interpret such provisions to the minimum extent necessary to have them comply with the law.

Judgment upon an arbitration award may be entered in any court having competent jurisdiction and will be binding, final and non-appealable. You and Dreamstime hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them, each shall be limited to the recovery of any actual damages sustained by it.

This arbitration provision is self-executing and will remain in full force and effect after the expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear.

Arbitration will take place in Miami-Dade County, Florida exclusively.

You and Dreamstime hereby agree that no action (whether for arbitration, damages, injunctive, equitable or other relief, including rescission) will be maintained by any party to enforce any liability or obligation of the other party, whether arising from this Agreement or otherwise, or any other Dispute, unless brought before the expiration of the earlier of one year from the occurrence of the facts giving rise to such claims or within 90 days from either the actual discovery of the facts giving rise to such claims or from the date on which the party should have, in the exercise of reasonable diligence, discovered such facts.

The obligation to arbitrate is not binding upon Dreamstime with respect to claims relating to its

trademarks, service marks, patents, copyrights, or other intellectual-property rights, or requests for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute between the parties.

The prevailing party will be entitled to receive from the non-prevailing party its costs relating to the arbitration proceeding including but not limited to, the arbitrator's fees, attorneys' fees and costs, witness fees, transcription fees, etc. and sales and use taxes thereon, if any.

You and the Site each acknowledges and agrees that it is the intent of the parties that arbitration and litigation between the parties will be of the parties` individual claims, and that none of their respective claims may be arbitrated or litigated on a class-wide basis.

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# Contributors rights

#### Contributors rights & obligations - non-exclusivity and exclusivity:

Dreamstime.com allows you the opportunity to work with Dreamstime.com in one of three manners: contributors who upload Media which are available for sale with other stock agencies (NON-EXCLUSIVE CONTRIBUTORS), contributors that upload Media that are exclusively sold on Dreamstime.com (EXCLUSIVE IMAGES) and contributors that are solely represented by Dreamstime.com (EXCLUSIVE CONTRIBUTORS).

Contributors are required to keep at least seventy (70%) percent of their portfolio online with Dreamstime.com for a period of at least six (6) months. You may disable all files older than six months from the date of review at any time. You will be allowed to disable a total of thirty (30%) percent of your total Media submitted within the past six (6) months. Media that was disabled and then enabled again will be counted as new submissions, no matter of their original upload date.

Contributors shall receive a percentage (a Revenue Share) from each sale made by Dreamstime on their behalf as described in the paragraphs below. Considering the dynamic nature of the industry, Dreamstime and its distributors, affiliates, referrals etc. can represent the Contributors using different marketing techniques or models (such as credit based or subscription payment plans, third party distributors etc.). Contributor acknowledges and agrees that each of these varied marketing techniques and models may result in different net sale prices for the same

image under each set of circumstances. The paragraphs below mention the minimum Revenue Share that is to be awarded to a Contributor from the net sale price collected for the Contributor's image, unless otherwise mentioned in different areas of the site (such as the Alliances section or Sell your Media section). Revenue Shares are calculated based on net sales amounts after payment of referral fees, as described above. Notwithstanding the foregoing, provided Contributor is otherwise in compliance with the terms of this Agreement, Dreamstime will not seek repayment of any overpayments made to Contributor. No Contributor shall be entitled to receive payment, nor shall Dreamstime be liable for any such payment, unless and until the total amount of that Contributor's unpaid earnings exceeds One Hundred U.S. Dollars (US\$100.00).

Contributors are not allowed to download their portfolio (partly or completely), especially if this is performed in order to take advantage of any available discounts and bonuses provided by Dreamstime.com. Contributors who lost their own Media during a hardware failure are asked to contact support in order to receive a copy of their own files.

**Non-exclusive contributors:** A non-exclusive contributor is an artist who uploads Media that are also available for sale with other stock agencies. These contributors may upload their Media to Dreamstime.com while selling the same Media through other channels. Non-exclusive contributors shall receive 25-50% of the net sale price received by Dreamstime.com for the Media they have contributed to the site which are subsequently sold by Dreamstime.com.

Exclusive Media:: A contributor may work with other agencies in addition to Dreamstime.com. However, the Media provided to Dreamstime.com and marked as being exclusive are sold only on Dreamstime.com. An exclusive image is represented by concepts, models, wardrobe, and subject matter which provide a unique creative message and small variations in the image (variations in camera angle, model posture or gesture, for example) do not enable an image as being different. Exclusive Media may only be sold through Dreamstime.com and may not be offered through other channels. Contributors shall receive 27.5%-55% of the net sale price received by Dreamstime.com for the exclusive Media they have contributed to the site which are subsequently sold by Dreamstime.com. A Contributor may remove the exclusivity rights to an image with thirty (30) days prior written notice to Dreamstime.com.

**Exclusive contributors::** An exclusive contributor is not represented by any other agency and will work solely with Dreamstime.com for selling their Media. Exclusive contributors may, however, sell their other artwork on a Contributor-to-client basis, under a work for hire contract, outside of this Agreement. Exclusive contributors shall receive sixty (60%) percent of the net sale price received by Dreamstime.com for the exclusive Media they have contributed to the site which are subsequently sold by Dreamstime.com, as well as a commission of \$0.20 (twenty cents),

awarded unconditionally for the first 100 submissions uploaded and accepted by Dreamstime.com. Once an exclusive contributor exceeds 100 approved submissions, the upload bonus is awarded for up to **first 10,000 approved** files only if their downloads/image average is > **0.1**. This means there should be a balance between uploads and downloads and an exclusive portfolio is expected to generate sales in order to continue receiving the upload bonus after the initial 100 approved files.

Dreamstime.com is under no obligation, however, to accept an exclusive contributor's submissions and acceptance of Media is at Dreamstime.com's sole discretion. Dreamstime.com may terminate an Exclusive Contributor's status at any time with no advance notice; an Exclusive Contributor may terminate their status as an Exclusive Contributor with thirty (30) days prior written notice to Dreamstime.com. If an Exclusive Contributor terminates this Agreement prior to the passage of six (6) months, Dreamstime.com reserves the right to recover all commission payments made to the Exclusive Contributor prior to the termination of Exclusive Contributor status. These payments include the upload bonus received after each accepted submission and the extra Revenue Share earned by exclusive contributors.

If a contributor breaks this Exclusivity Agreement, either for an exclusive image or as an exclusive contributor, Dreamstime.com reserves the right to invalidate and recover all earnings made by that Contributor through Dreamstime.com sales commencing with the date the exclusive image or Media or portfolio were made subject to the Exclusivity Agreement.

Dreamstime.com reserves the right to take any actions that it deems necessary to protect its rights, all rights of which are specifically reserved.



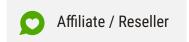


Support Center >

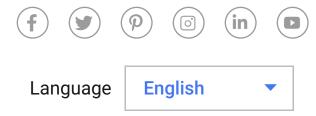
Dreamstime >

Community >

Tools >







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