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CONTRIBUTOR AGREEMENT FOR KLAUD9.COM

Klaud9 Contributor Agreement

30.3.2016

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING AS A CONTRIBUTOR OR USING THE KLAUD9 WEBSITE AT KLAUD9.COM.

BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, OR USING THE WEBSITE (COLLECTIVELY, INCLUDING ALL CONTENT AVAILABLE THROUGH THE KLAUD9.COM DOMAIN NAME), YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPTED THIS CONTRIBUTOR AGREEMENT, THE [TERMS OF SERVICE](#) AND THE [PRIVACY POLICY](#) WHICH ARE INCORPORATED HEREIN BY REFERENCE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY, YOU WARRANT AND REPRESENT THAT YOU HAVE THE FULL RIGHT AND AUTHORITY TO DO SO. IN THE EVENT THAT YOU DO NOT HAVE SUCH AUTHORITY, YOU AGREE THAT YOU WILL BE PERSONALLY LIABLE TO KLAUD9 FOR ANY BREACHES OF THIS AGREEMENT.

Clicksmart Consultancy Pte Ltd, a company incorporated and registered in Singapore with company registration number 201606979C whose registered office is at 51 Lim Ah Woo Road, #03-10 The Amarelle, Singapore 438129, trading as 'Klaud9' ("**Klaud9**") owns <http://www.klaud9.com> (the "**Website**"). Contributors may upload image, video, and/or other media files to our Website for the purpose of having Klaud9 act as their agent for licensing image and footage rights to Klaud9 customers (all files uploaded by you to Klaud9 are referred to herein as the "**Visual Content**").

By registering a visual content contributor account ("Contributor Account") on our Website, you agree to the following (the "Agreement"):

1. Creating Accounts

- a. In order to register for a Klaud9 Contributor Account, you must be at least 18 years of age. Klaud9 may require that you provide sufficient proof of age and identity before activating your Contributor Account.
- b. The [Terms of Service](#) the Website [Terms and Conditions of Use](#) and the [Privacy Policy](#) are deemed incorporated into and made a part of this Contributor Agreement by this reference.
- c. You warrant that you have provided Klaud9 with accurate, complete, and current information. You agree to correct and update that information to ensure its accuracy and completeness at all times. Entering false personal information, or failing to comply with this Agreement, may result in the termination of your Contributor Account, as well as any other account, services or privileges provided by Klaud9.
- d. You are entirely responsible for any and all activities conducted through your Contributor Account. You agree to notify Klaud9 immediately of any unauthorised use of your password or Contributor Account as well as of any other breach of security that may affect Klaud9.
- e. Upon creation of a Contributor Account, you may be asked to choose a Contributor name. You may not select or use a Contributor name of another person or a name that violates any third party's trademark or other proprietary right, that is or may be illegal to use, that may cause confusion with respect to the person's identity or association with other entities, or that Klaud9 deems in its discretion to be vulgar or otherwise offensive. Klaud9 reserves the right to delete any vulgar, inappropriate or offensive Contributor name, or to require the deletion thereof.

- f. You may not have more than one active Contributor Account at any time without the written consent of Klaud9 in each instance. If such consent is granted, you may not submit identical Visual Content to more than one account.

2. Uploading Visual Content and Rights for Contributors

- a. By uploading Visual Content, you grant Klaud9 and individuals or entities who purchase licences from Klaud9 ("**Customers**") the irrevocable non-exclusive, royalty-free right, throughout the world, to use the Visual Content for any purpose including publication, display, modification, sublicensing, and creation of derivative works, or products. You also grant Klaud9 the right to use Visual Content for any and all promotional purposes related to Klaud9 and its affiliates.
- b. Klaud9 has the right to license any Visual Content unless and until that Visual Content is removed from the Website.
- c. You may not remove any Visual Content from the Website until such Visual Content has been posted for seven (7) days. You retain all rights, including the copyright, in and to your uploaded Visual Content. Klaud9, in the exercise of its discretion, may refrain from any or all of the foregoing without any liability to you. You expressly waive any artists' authorship rights or any droit moral that Contributors would otherwise have under the laws of Singapore or similar copyright laws of any jurisdiction.
- d. Klaud9 has the right to refuse to accept any uploaded Visual Content for any reason. Klaud9 has the right to remove any uploaded Visual Content from the Website for any reason. Visual Content will be removed if Klaud9 believes that the Visual Content will subject Klaud9 or any of its officers, managers, directors or employees to legal action or if the Visual Content violate the terms of this Agreement.
- e. Any licenses issued by Klaud9 in respect of any uploaded Visual Content that are later removed from the Website will remain in full force and effect.
- f. You give Klaud9 the right and authority to take any steps which Klaud9 believes are commercially reasonable to protect your Visual Content. While Klaud9 takes commercially reasonable steps to protect the intellectual property rights of its Contributors, Klaud9 has no obligation to pursue legal action against any alleged infringer of your rights in or to your Visual Content.

3. Compensation

- a. Klaud9 shall pay you a royalty for each valid download of a Visual Content file by a Customer. The amount of such royalty is defined on the Website and may be changed by Klaud9 at any time in Klaud9's sole discretion. If you do not consent to a change in the royalty payments, your sole recourse is to terminate your Contributor Account.
- b. You may request a pay-out via PayPal or other service used by Klaud9 when royalties due reach the minimum threshold as stated on the Website. By closing an account before royalties are equal to or greater than the minimum pay-out threshold, or by breaching any terms of this Agreement or any other agreement with Klaud9, your accrued earnings may be forfeited in Klaud9's sole discretion. Please note, royalties are payable after a short grace period noted on the Website to verify that downloads are valid.
- c. If your Contributor Account is cancelled for a breach of the material terms of this agreement, in addition to its other rights at law or in equity, Klaud9 shall have the right to retain any royalties and/or other compensation otherwise payable to you hereunder as liquidated damages. If you are credited with a download or downloads and Klaud9 thereafter issues a refund to Member that downloaded any or part of your uploaded Visual Content, Klaud9 shall have the right to deduct royalties credited to your account. If Klaud9 makes an overpayment of royalties or other compensation to you for any reason, Klaud9 shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.

- d. Klaud9 may modify the royalty rate and/or payment schedule at any time and notify you by email or by an announcement on your login page of the modifications. If Klaud9 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.
- e. If you receive your payments through an online payment processing service (e.g. Paypal) you may not share your online payment processing service account with another Klaud9 Contributor.

4. Model and Property Releases

You agree to provide valid and accurate model and property releases (the form of which should be downloaded from our Website) for all Visual Content you upload to Klaud9 that, in Klaud9's judgment, contains an identifiable face or identifiable human figure or other identifiable attribute. If you do not have a model release for an item of Visual Content that depicts an identifiable person, Klaud9 may choose to accept the uploaded Visual Content for so-called "editorial use." You agree that you are solely responsible for retaining all original model and property releases and maintaining complete and accurate model release records. Model and property releases are to be electronically delivered to Klaud9 with the uploaded Visual Content. The submission of falsified, inaccurate or otherwise defective model or property releases is a material breach of this agreement and can result in the immediate termination of your account without prior notice. Model and property releases submitted by you shall not contain any terms inconsistent with this Agreement or any Klaud9 [Terms of Service](#).

5. Contributor Warranties and Responsibilities

You warrant and represent that:

- a. You are the unencumbered owner of all rights, including the copyrights, in and to your uploaded Visual Content.
- b. Each item of your uploaded Visual Content consists of original works and is capable of copyright protection in all countries where copyright or similar protection is available.
- c. Each item of your uploaded Visual Content is 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;
- d. The information contained in all model releases that you have provided is accurate and complete and that the subjects signing the releases and depicted in a Visual Content file have voluntarily consented to publication and/or dissemination of their likenesses for all legal purposes;
- e. If any of your uploaded Visual Content consist in whole or in part of design elements, fonts, clipart, sprites, vectors, brush tools and the like that are included in design programs (e.g., Photoshop, Illustrator, 3D Max), by uploading such Visual Content, you warrant and represent that the end user license agreement, terms of service or the equivalent license held by you does allow you to incorporate such elements in Visual Content created by you, and to license such Visual Content to Klaud9 for the purposes set forth herein;
- f. You will not use a keyword, image title, metadata or any other reference that: a) violates any third party's trademark or other proprietary right; b) is or may be illegal to use; c) which may cause confusion with respect to another person or other entity; or d) which Klaud9 deems in its discretion to be indecent, vulgar or otherwise offensive. Klaud9 reserves the right to delete any vulgar, inappropriate or otherwise offensive Visual Content, or to require the deletion thereof.
- g. You will use Klaud9 only for lawful purposes.
- h. You will not upload pornographic content or other content which is deemed by Klaud9, in its sole discretion, to be inappropriate; and
- i. There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect your uploaded Visual Content or which might in any way impair the rights granted by you hereunder.

6. Indemnification

You shall indemnify, defend and hold harmless Klaud9, its officers, directors, employees, partners, associates, affiliates, joint ventures, agents and representatives, from any and all claims based on allegations which, if true, would constitute a breach of any of your warranties. The indemnity shall apply to any and all liabilities, losses, damages, expenses (including legal fees and costs) incurred by Klaud9 as a result of such breach or breaches. Klaud9 reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to the foregoing indemnification, without affecting your indemnity obligations.

7. Control of Operations

- a. Klaud9, in its sole discretion, may remove any Visual Content uploaded to the Website including those appearing to infringe the intellectual property rights of other entities.
- b. Klaud9 reserves the right, but does not assume the responsibility, to restrict conduct which Klaud9 deems in its discretion to be harmful to individual Contributors or Klaud9 Customers, damaging to the communities that use Klaud9, or in violation of Klaud9's or any third party's rights.

8. Disclaimers

- a. Klaud9 expressly disclaims all warranties and conditions of any kind, either express or implied, including without limitation any implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement of third party rights, and those arising from a course of dealing or usage of trade.
- b. Klaud9 makes no warranty with respect to any guidance. Any guidance provided by Klaud9 is not legal advice.
- c. Klaud9, its licensors, and subcontractors do not warrant any connection to, compatibility with, transmission over, nor results or use of, any network connection or facilities provided (or failed to be provided) through Klaud9.
- d. Klaud9 makes no warranty that access to the Website will be uninterrupted, timely, secure, or error free.
- e. Klaud9 makes no warranty with respect to any related software or hardware used or provided by Klaud9. Any patent, copyright, trademark, trade secret or warranty issues, whether actual or alleged, are the direct responsibility of the manufacturer of said hardware or software product.

9. Limitation of Liability

Klaud9 shall not be liable to Contributor for any indirect, incidental, special or consequential damages, including, without limitation, damages or loss of business, lost profits, business interruption, loss of business information, or any other pecuniary loss arising from the submission or use of your uploaded Visual Content or the termination of your Contributor Account, even if Klaud9 has been advised of the possibility of such damages.

10. Termination

You may terminate your Klaud9 Contributor Account at any time with or without cause by notifying Klaud9's support staff, subject to the limitation that any item of Visual Content uploaded to the Website must be available for a minimum of seven (7) days. Klaud9 may terminate your account at any time, for any reason or no reason. Contributor Accounts that are not accessed (logged into) for more than two (2) years may be deemed terminated at the discretion of Klaud9.

11. Impermissible Conduct

- a. Any conduct by you that, in Klaud9's sole discretion, restricts or inhibits any other person or entity from using or enjoying Klaud9 or another service, is strictly prohibited and may result in the termination of a Contributor's Account without further notice.

- b. Klaud9 has the right to refuse to establish an account or to close any existing account, for fraud, intellectual property infringement, violation of a third party's rights including those of privacy or publicity, artificially inflating downloads, submission of material that is obscene in nature, violent or that might be construed as defamatory, failure to comply with Klaud9's guidelines as may be amended from time to time, or for any breach of the terms of this or any other agreement that you have with Klaud9.
- c. In the event that a Contributor Account is terminated due to impermissible conduct or fraud, access to Klaud9 services, accounts, and commissions, as applicable, is immediately forfeited. You may not knowingly allow any terminated Contributor to use your active Contributor's Account(s).
- d. If your account is terminated for any reason you must obtain written authorisation from Klaud9 prior to establishing another account. If you attempt to establish another account without obtaining such authorisation, Klaud9 may permanently ban you from this Website and its affiliated websites and services.
- e. Klaud9 has the right and authority, but not the obligation, to take such steps as Klaud9 deems reasonable, in its sole discretion, to protect Klaud9's rights in the Visual Content. In the event that you believe Visual Content has been misused, you shall take no action without Klaud9's prior written consent, which shall not be unreasonably withheld.

12. Klaud9 Trademarks

- a. You may not adopt or use any registered or common law Klaud9 trademarks, which include but are not limited to all logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Klaud9 ("Trademarks") for any reason without Klaud9's prior written consent.
- b. You will not use Klaud9's trademarks or variations (including misspellings) as a domain name, part of a domain name, metatag, keyword, or any other type of programming code or data.
- c. You will not contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any Klaud9 Trademarks or the Trademark rights claimed by Klaud9.
- d. The look and feel of our Website, including but not limited to all page headers, custom graphics, icons, and scripts, is the intellectual property of Klaud9 and may not be copied, imitated or used, in whole or in part, without the prior written consent of Klaud9.
- e. You will not use Klaud9's Trademarks for search engine advertising and/or marketing. You acknowledge that such advertising might infringe on the intellectual property rights of Klaud9 and/or third parties.
- f. You will not transmit unsolicited emails or engage in so-called "spamming" to publicise or promote your relationship with Klaud9 or the sale of your Visual Content.

13. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable by either party. To the extent any provision of this Agreement is adjudicated to be invalid or unenforceable because it is overly broad or overly restrictive, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. The parties expressly acknowledge and agree that this paragraph is reasonable and necessary to assure that the intent of the parties is carried out.

14. Governing Law and Jurisdiction

The validity, interpretation and enforcement of this agreement, matters arising out of or related to this agreement or its making, performance or breach, and related matters shall be governed by the laws of Singapore. Any legal action or proceeding concerning the validity, interpretation and enforcement of this agreement, matters arising out of

or related to this agreement or its making, performance or breach, or related matters shall be brought exclusively in the courts of Singapore, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.

15. Entire Agreement

By using the Website, you hereby acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You further agree that this Agreement is the complete and exclusive statement of the understanding between you and Klau9. Unless otherwise agreed to in writing in a separate signed agreement, this Agreement supersedes any proposal or prior agreement, oral or written, and any other communication between users and Klau9 relating to the subject matter of this Agreement.

16. Revision of Agreement.

In order to best provide its services, Klau9 reserves the right to modify these terms at any time and to notify you of modifications at the email address which you provided to Klau9. If you do not agree with the changes, you may remove such Visual Content to which you do not wish the changes to apply, or close your Contributor Account.