



Contributor Agreement

This agreement outlines your rights and obligations as a FotoArabia contributor and covers important legal matters

Quick Summary

The following points provide a quick summary of various key provisions of the FotoArabia contributor agreement. As the agreement covers important legal matters, we advise that you also read the terms of the agreement in full.

- You give FotoArabia the right to promote and sell/license your content to third parties worldwide.
- FotoArabia has the right to decide what content it accepts for sale through the website in accordance with its content guidelines, and also to remove any content which violates these guidelines.
- The ownership and copyright for your content remains with you, and is not transferred to FotoArabia or third parties.
- For content depicting people or private property and marked for commercial use, you must also supply signed model and/or property releases with your images.
- You may upload both exclusive and non-exclusive content. Exclusive content are images which you only plan to sell through FotoArabia and not through other services. Exclusive content qualifies for higher prices and royalty payments.
- You can withdraw your content from FotoArabia at any time, subject to a notice period. For approved content, the notice period is currently 180 days. As FotoArabia is a new service, this notice period helps protect us against multiple contributors withdrawing their content simultaneously and compromising our service to clients. The notice period will be reduced in the future.
- FotoArabia will pay you royalties on all image sales, according to your earnings share. For new contributors, the earnings share is 50%. FotoArabia pays all payment processing fees.
- When your earnings exceed the minimum payment threshold of \$100, you can request payment at any time through the website. Payment will be sent within 25 business days, by either bank transfer or PayPal, according to your preference. FotoArabia pays all transfer fees.

Contributor Agreement

Overview

This contributor agreement (“agreement”) defines the rights and obligations of photographers and other suppliers of media (“contributors”) who provide photographic content or other media (“content”) for sale through the FotoArabia website and other relevant FotoArabia distribution channels and media (collectively, “FotoArabia”).

By registering as a contributor on FotoArabia and uploading content, you automatically agree to be bound by the terms of this agreement, which remains in effect until terminated in accordance with its terms. This agreement may be amended or superceded by separate agreements that you enter into with FotoArabia.

Right to sell and licence content

By registering as a contributor, you appoint FotoArabia to act as your non-exclusive agent to sell, licence, sub-licence content to third parties worldwide, and to collect and remit funds to you in accordance with the terms set out in this agreement.

You, the contributor, grant FotoArabia the right to issue perpetual worldwide licenses or sub-licenses to end users, and grant FotoArabia the worldwide right to market, promote, use, copy, reproduce, publish, transmit, modify, create derivate works of, and publicly display your content to prospective licensees through the FotoArabia website and other relevant distribution channels and media. No compensation will be paid for use of content for such purposes.

FotoArabia will, in its sole discretion, determine the acceptability of the conditions of all licences it grants, but will neither use nor license content for purposes that are defamatory, pornographic, immoral or illegal.

The parties acknowledge that the content provide under the terms of this agreement is intended to be purchased or licensed to end users with the expectation that such licensees will adhere to the terms of the applicable licence agreement. FotoArabia cannot take responsibility for the compliance by purchasers and licensees of the terms of such agreements, and you acknowledge and agree to the possibility of your content being used in a manner that falls outside the definition of this agreement. You acknowledge that your content may be modified, used in connection with sensitive topics, and used or modified in ways that may be controversial or unflattering. You also agree that FotoArabia shall have no liability to you or any other person claiming through you for any breach by a licensee of the terms of any agreement in connection with content purchased through or licensed by FotoArabia.

Copyright and ownership of content

The parties agree that all rights, including ownership and copyright, are retained by the contributor, and uploading and selling content through FotoArabia does not in any way transfer ownership or copyright to FotoArabia or any third party.

FotoArabia agrees to use reasonable efforts to credit you as the source of content that has been sold or licensed, but will bear no liability for lack of credit or acknowledgement. You therefore accept to waive any right to object to not being credited or acknowledged as the creator of the content, particularly in the case of commercial contexts where it is uncommon for the content creator to be credited or acknowledged.

Acceptable content

You, the contributor, may upload photographic and other media content for sale and licensing through FotoArabia, through the available upload channels and in the manner indicated by FotoArabia.

FotoArabia will, in its sole discretion, determine which content it deems suitable for sale and licensing through the FotoArabia website or other relevant distribution channels and media.

All uploaded content will be subject to the FotoArabia content submission policies and guidelines, as outlined on the FotoArabia website. FotoArabia retains the right to revise these policies and guidelines from time to time, to apply their effects retro-actively to any content previously submitted to FotoArabia, and to remove any content that violates them at any time. FotoArabia furthermore reserves the right, but not the obligation, to edit or modify any content or related information that it may determine, in its sole discretion, to violate its content submission policies and guidelines, this agreement, or the intellectual or property rights of third parties.

By uploading content, you represent and warrant that you own all the relevant proprietary rights, including copyright, and the authority to grant the rights outlined in this agreement, and you acknowledge that FotoArabia prohibits the upload of content that infringes on any patent, trademark, trade secret, right to privacy, right to publicity, or any other applicable law or right. Should the uploaded content portray people or private property and not be marked for “editorial use” in the manner indicated by FotoArabia, you represent and warrant that you have obtained a valid, signed and binding model and/or property release from all the required parties, enabling FotoArabia to sell and license the content for commercial use. You represent and warrant that any such releases are complete and that FotoArabia is not responsible for obtaining further permissions or guarantees from legal sponsors or guardians whose additional consent might legally be required in certain countries. You agree to upload model and/or property releases with your content, where applicable, and to keep the original release, and provide additional copies to FotoArabia at any future date, if requested.

You represent and warrant that neither FotoArabia, nor any of its owners, directors, officers, employees, partners, affiliates or agents shall be held liable to any damages, whether direct or indirect, consequential or incidental, arising out of the use of, or the inability to use any content or related information, or any error or omission, or other matter relating to a model and/or property release or the rights that they relate to.

For uploaded content marked for “editorial use”, you represent and warrant that the content has not been modified, processed or manipulated in any way that might affect its contextual integrity.

You acknowledge and understand that you have the right to withdraw your content which has been approved by FotoArabia at any time, subject to a notice period of 180 days from the date it was originally uploaded. No such restrictions apply to rejected content, or content which has not yet been reviewed for approval by FotoArabia.

Exclusive content

You, the contributor, may upload exclusive content, as defined below, to FotoArabia. For content delivered to FotoArabia marked as “exclusive” in the manner indicated by FotoArabia, you appoint FotoArabia to act as your exclusive agent to sell, licence, sub-licence content to third parties worldwide.

For the purposes of this agreement, “exclusive content” means photographic content or other media which conforms to the description of acceptable content provided in this agreement and additionally which you have not made available for sale or licensing by any other person, entity or service.

The definition of exclusive content also comprises content which may have been rejected by FotoArabia on the grounds of having a high degree of similarity to other uploaded content marked as exclusive and which is approved, even if that specific content were not ultimately sold or licensed by FotoArabia.

In addition to the exclusive licence granted in this agreement for exclusive content, you may maintain a personal portfolio on the Internet where exclusive content is posted for the purposes of display, as long as you are not selling, licensing or giving away rights to the exclusive content for anything other than such display.

If you make content marked as exclusive content on FotoArabia available for sale or licensing by another person, entity or service, and thereby violate the terms of this agreement, FotoArabia may extend the notice period for the withdrawal of your images up to a maximum of 24 months from the date of discovery and you further agree to forego any royalties on the infringing exclusive content in connection with your misconduct.

Any photographs and other media sold on an exclusive-use basis which may involve the transfer ownership and copyright will be governed by separate, specific agreements between you, FotoArabia and/or licencees.

Compensation

FotoArabia agrees to pay you royalties equal to a part of the fees collected in connection with your content that is downloaded or purchased by end users, in accordance with your earnings share, as indicated on the FotoArabia website.

The parties agree that the earnings share may vary for different types of content and/or for different types of purchases by end users, as outlined on the FotoArabia website or as agreed separately between you and FotoArabia.

You may request payment of your earnings at any time in the manner indicated on the FotoArabia website, provided that your earnings exceed the indicated minimum payment threshold, and failing which your royalties will be retained until they exceed the threshold. FotoArabia will endeavour to make payments to you within 25 business days of your request.

Payments to contributors will be net of any applicable taxes or other withholdings required by applicable law, debts or uncollectible sums, legal and other reasonable fees incurred in enforcing this agreement, cancellations or refunds of a license where the original sale has already been reported to you, previous overpayment of royalties, and any amounts owed by you to FotoArabia under this agreement or otherwise. FotoArabia furthermore reserves the right to set off against any owed royalty payments all amounts to which FotoArabia is or may be entitled to under this agreement, including withholding payments as security in

connection with a threatened or pending legal claim relating to any matter subject to representation, warranty or indemnity by the contributor.

The parties agree that FotoArabia shall not be required to pay royalties to the contributors if FotoArabia is prevented from exercising rights relating to content granted by this agreement because those rights are found to be an infringement or contravention of the intellectual or other property right of a third party.

FotoArabia retains the right, in its sole discretion, to revise contributors' earnings shares at any time upon providing you with at least 30 days notice by email to the email address contained in your website account information and by posting such changes on the FotoArabia website. If any such changes are not acceptable to you, you have the right to terminate this agreement in accordance with its terms.

Confidentiality

You acknowledge that confidential information, as defined below, obtained through entering into this agreement and the use of the FotoArabia website constitutes valuable, confidential and proprietary information about FotoArabia, and agree that whilst this agreement is in effect and thereafter, you shall not without the express written consent of FotoArabia, or as specifically authorised under this agreement, disclose to any third party such confidential information.

For the purposes of this agreement, confidential information is defined as any data, information, documents, software or materials relating to the business and management of FotoArabia, its contributors and users, affiliates, licensors and licensees which is designated as confidential or ought reasonably to be considered confidential, including but not limited to FotoArabia's business model and operations, processes, business plans, business opportunities, alliances, finances, research, development, trade secrets, training materials, personnel, or personal information of any kind pertaining to contributors, clients or users.

You acknowledge that you are responsible for each and every access or use of sections of the FotoArabia service requiring password authentication, including but not limited to the website and FTP server. FotoArabia shall have no liability or responsibility to monitor unauthorised access to such sections by third parties, or the provision or deletion of content contained therein.

You understand and agree that information relating to you or any other person, such as a model who is depicted in your photography, may be retained for a reasonable period, and may be transferred to, stored, accessed and used in jurisdictions worldwide whose privacy laws may be different and less protective than those of your home country. FotoArabia, as the data controller and processor, may use this information in connection with the performance of this agreement, including for contacting you, and may disclose this information to necessary service providers in accordance with the FotoArabia privacy policy.

Representations and warranties

You represent and warrant that you have the legal capacity and authority to enter into this agreement, are the sole and exclusive owner of the content, have the right to grant all of the licence rights indicated to the provided under this agreement, and have not granted any rights or licences to any content or intellectual property or technology that would conflict with this agreement.

You represent and warrant that no part of the content delivered to FotoArabia infringes on any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or defames or casts into disrepute in any manner any third party, and that the content has not been obtained in any immoral or unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access conditions that might be breached by the content being used by FotoArabia, its distributors and customers, as indicated under this agreement.

You represent and warrant that the content delivered to FotoArabia will include all necessary descriptive information to enable its effective marketing, and which will be complete and accurate in all material respects and will not include false, misleading or inapplicable information intended to or which has the effect of improperly altering search results or other website features.

You represent and warrant that you shall not license your own content, except for legitimate creative purposes, or predominantly license the content of only a few contributors, or collude with another FotoArabia contributor to have that contributor do either of the aforementioned for your benefit.

You represent and warrant that no portion of content delivered to FotoArabia at any time contains any disabling mechanisms or protection features designed to prevent its use, copying or consumption in the manner indicated in this agreement, and that all content delivered is free of any viruses, worms, malware or other mechanisms or devices that could be used to modify, delete, damage, disable, impair, or otherwise render inaccessible the FotoArabia website or its content or any other hardware or computer system in any way.

Indemnity

You agree to indemnify, defend and hold FotoArabia and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees (collectively, the "FotoArabia parties") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any FotoArabia party as a result of or in connection with any use or alleged use of the FotoArabia website or provision of content under your user account by any person, whether or not authorised by you, or resulting from any communication made or content uploaded under your user account, any breach by you of this agreement, or any claim threatened or asserted against any FotoArabia Party to the extent such claim is based upon a contention that any of the content used within the scope of this agreement infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party.

FotoArabia reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with FotoArabia's defense of such claim.

You agree that FotoArabia shall have the right to determine whether and to what extent to proceed against a licensee or other third party (an "infringer") for any violation of a license agreement or alleged infringement of any other rights you hold. You hereby release FotoArabia from any and all claims you might have, either directly or indirectly, arising out of or in connection with a determination by FotoArabia to proceed or not to proceed against any infringer in any instance. FotoArabia hereby agrees that any monetary recovery it receives as a result of any legal or enforcement action taken against any such infringer, to the extent such monies are intended to compensate FotoArabia for lost licensing fees or statutory damages, shall, after deduction of all costs and expenses incurred in gaining such recovery (including, without limitation, reasonable counsel and experts' fees and

disbursements on a solicitor and client basis) incurred by or on behalf of FotoArabia in connection with such action, be divided between you and FotoArabia pursuant to the provisions of the compensation section above. In the event FotoArabia elects not to proceed against an infringer, you shall have the right to proceed against such infringer for such license violation or infringing action. You hereby agree that any monetary recovery it receives as a result of any legal action taken against any such infringer, to the extent such monies are intended to compensate you for lost licensing fees or include statutory damages, shall, after deduction of all costs and expenses incurred in gaining such recovery (including, without limitation, reasonable counsel and experts' fees and disbursements on a solicitor and client basis), be divided between you and FotoArabia pursuant to the provisions of the compensation section above.

Terminating this agreement

This agreement is effective until terminated. You may terminate this agreement at any time by requesting deletion of your user account through the FotoArabia website, in the manner indicated by FotoArabia and subject to a notice period, as indicated on the FotoArabia website. FotoArabia reserves the right to terminate this agreement for any reason at any time by giving you 30 days notice by email to the email address contained in your website account information.

Either party may terminate this agreement upon written notice effective immediately if the other party liquidates all or substantially all of its assets, dissolves as a corporation other than through inadvertence, or otherwise ceases to do business in a material way, or makes an assignment for the benefit of creditors, or files a petition in bankruptcy, petitions or applies for a receiver or trustee for all or any substantial part of its property and such receiver or trustee is appointed, or commences, or has commenced against it, a proceeding under any bankruptcy, reorganisation, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, any of which shall remain in force for a period of 30 days or more, or is adjudicated insolvent or bankrupt, or is in breach of this agreement.

In addition, FotoArabia may deem an account to be terminated and may off-set any fees or credits contained in such account against its costs of administration if there has been, in the reasonable opinion of FotoArabia, any material misrepresentation made as to your capacity or identity, or the copyright ownership of content you have provided to FotoArabia, or no login or other activity in the account for 24 months despite reasonable commercial efforts to contact you based on the information you have provided through the website.

Effect of Termination

Upon the termination of this agreement, the grant of authority given to FotoArabia to sell and license your content will cease, subject to FotoArabia removing all content from the FotoArabia website and other relevant distribution channels and media within 30 days of the termination of this agreement. FotoArabia will have the right to continue selling and licensing content until it is removed from the FotoArabia website and other relevant distribution channels and media, and regardless of the termination of this agreement, FotoArabia will continue, in accordance with this agreement, to pay compensation to you in respect of any content sales or licences granted to third parties, subject to any rights or set-offs under this agreement or law.

Notwithstanding any other provision in this agreement, the termination or expiration of this agreement shall not alter or affect the rights granted to licensees or sub-licensees by FotoArabia pursuant to this agreement. Termination of this agreement shall operate without

prejudice to FotoArabia's rights, defenses and limitations of liability provided under this agreement, whose rights, defenses and limitations of liability shall survive termination of this agreement. In addition, the provisions of this agreement relating to content, confidential information, representations and warranties, indemnity, disclaimer of warranties and all limitations of liability, shall survive termination of this agreement and continue in full force and effect.

DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED BY FOTOARABIA "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FOTOARABIA DOES NOT REPRESENT OR WARRANT THAT THE SITE OR THE CONTENT WILL BE MADE AVAILABLE FOR SALE OR LICENSE OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. FOTOARABIA DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE SITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SITE INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN. IN NO EVENT SHALL FOTOARABIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE SITE, THE CONTENT OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF FOTOARABIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN ANY EVENT, FOTOARABIA'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES COLLECTED BY FOTOARABIA FOR THE CONTENT THAT IS THE SUBJECT MATTER OF THE CLAIM, BUT IN ANY EVENT WILL NOT EXCEED ONE THOUSAND (\$1,000.00) UNITED STATES DOLLARS.

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. IN SUCH JURISDICTIONS, THE LIABILITY OF FOTOARABIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Applicable law

The FotoArabia website is controlled, operated and administered by FotoArabia from within the State of Qatar. The website can be accessed from the State of Qatar as well as other countries around the world. As each of these jurisdictions have laws that may differ from those of the State of Qatar, you acknowledge and agree that this agreement will be governed under the laws of the State of Qatar. You hereby irrevocably submit to the exclusive jurisdiction of the Courts of the State of Qatar with respect to the subject matter of this agreement.

You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the membership portions of the FotoArabia website. You agree to waive any right you may have to trial by jury, and to commence or participate in any class action against FotoArabia related to the website or this agreement.

Any and all disputes arising out of, under or in connection with this agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in State of Qatar, pursuant to the rules of applicable arbitration laws of the State of Qatar in effect at the time arbitration is demanded or any agreements contemplated hereby.

If FotoArabia is obligated to go to court or arbitration to enforce any of its rights, or to collect any fees, you agree to reimburse FotoArabia for its legal fees, costs and disbursements if FotoArabia is successful.

General

FotoArabia's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

This agreement is personal to you and is binding upon your heirs, executors and legal representatives, as the case may be, and is not assignable by you without FotoArabia's prior written consent. FotoArabia may assign this agreement without your consent to any other party so long as such party agrees to be bound by its terms.

FotoArabia may make amendments to this agreement from time to time. Any such changes will be communicated to you by email to the email address contained in your website account information and published on the FotoArabia website with at least 30 days notice prior to taking effect. Should any such changes not be acceptable to you, you have the right to terminate this agreement in accordance with its terms. Continued provision of content or failure to terminate this agreement by you within 30 days of any such amendment will be deemed to represent your acceptance of the amendment and it will thereby be incorporated into this agreement.

Contact

If you any have concerns relating to this agreement, please email FotoArabia on support@fotoarabia.com or call us on (+974) 7702 1210.

Acknowledgement

BY REGISTERING AS A FOTOARABIA CONTRIBUTOR AND UPLOADING CONTENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF FOTOARABIA AGREEING TO PROVIDE A MEANS FOR THE SALE OR LICENSE OF YOUR CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND FOTOARABIA, WHICH SUPERCEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND FOTOARABIA RELATING TO THE SUBJECT OF THIS AGREEMENT, UNLESS EXPLICITLY INDICATED.