

## SITE AGREEMENT

THIS IS A LEGAL AND BINDING AGREEMENT ("Site Agreement") BETWEEN YOU AND SUPERSTOCK PARTNERS LLC D/B/A SUPERSTOCK ("SuperStock").

### ACCEPTANCE OF SITE AGREEMENT TERMS

By accessing or utilizing [www.superstock.com](http://www.superstock.com) ("Site"), in any way you agree to be bound to this Site Agreement and subsequent revisions. If you do not agree to this Site Agreement, you are not permitted to access this Site. SuperStock may change this Site Agreement and other guidelines and rules posted on the Site from time to time. Your continued access or use of the Site constitutes your acceptance of such changes.

### PRIVACY POLICY

SuperStock is committed to protecting your privacy. Information and data collected about you will be shared and utilized in accordance with SuperStock's Privacy Policy.

### OWNERSHIP OF SITE CONTENT

All content, including but not limited to images, trademarks, software, code and other content of this Site ("Content") are owned by SuperStock and its third party partners and affiliates. The site Content is protected by United States and International intellectual property laws. Except as expressly set forth on the Site, SuperStock does not grant any express or implied permission or license to use the Content of the Site.

### IMAGES

You agree to be bound to SuperStock images license(s) for any and all uses of Images found on this Site, CDs, or any other delivery method or media.

### SITE USE

The use of this Site is intended for SuperStock customers and third party image partners to transact image or intellectual property licensing business. You may not use the Site for anything other than the Site's intended purpose, including but not limited to the following restrictions:

- Linking without SuperStock's express permission;
- Circumvent Site protection or "hack" the Site to determine vulnerability and gain access to data;
- Extract data or Content employing any data mining, robot or other method;

- Downloading or copying any image outside the scope of the rights set forth in the other agreements on this Site.

## COPYRIGHT COMPLAINTS

SuperStock will accept and review complaints alleging material on the Site infringes copyright(s) that you have standing to protect. Please forward copyright complaints to:

SuperStock Attn: Legal Department 2401 S. Ervay #206 Dallas, TX 75215 E-mail:info@superstock.com

Copyright Complaints must contain the following elements:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit SuperStock to locate the material.
- Information reasonably sufficient to permit SuperStock to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## RESTRICTION OF USE

SuperStock may at any time cancel or terminate your use of the Site in SuperStock's sole discretion without notice or any liability to you.

## DISCLAIMER

The functions embodied on, or in the Contents of, this Site are not warranted to be uninterrupted or without error. This Site and its Contents are provided "as is", and

SuperStock expressly disclaims any warranty, expressed or implied, including, without limitation, any implied warranties, statutory, merchantability, satisfactory quality or fitness for a particular purpose. You assume the entire responsibility and/or liability of all ramifications and consequences of your use of this Site. SuperStock makes no representations or warranties as to the accuracy, correctness or reliability of this Site, or the contents thereof. There may be links to other websites from this Site. These other websites are not controlled by SuperStock and we take no responsibility for any content contained on any such websites, or any loss or damage suffered by you if you choose to use such websites. You waive any and all claims against SuperStock in regard to the provision of such links to other websites or your use of those websites. Limitation of Liability SuperStock its directors, employees, licensors, members, content providers, affiliates or other representatives shall not be liable for damages of any kind (including, but not limited to, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental, punitive damages) or damages of any kind arising out of your use of, your inability to use, or the performance of this website or the contents thereof, whether or not we have been advised of the possibility of such damages.

## MINORS

Persons under the age of eighteen (18) years old are not authorized to register an account on this Site and are not permitted use this Site without adult supervision.

## REGISTRATION

To enjoy the full capabilities of superstock.com, register with us. Give us a username and password. It's totally secure.

Registration will allow you to:

- create any number of Creative Boards
- save your Creative Boards for future use
- e-mail Creative Boards
- download comp files
- add images to a shopping cart for purchase
- email carts and receive notice of upcoming SuperStock promotions and events.

If you choose not to register, you may still search for images and create one Creative Board. However, you will not be able to use the site's highlighted capabilities.

## BUYING ON ACCOUNT

If you are a current, registered SuperStock customer, you can be authorized to buy on account easily. Once your account has been established, you will be able to enjoy the full capabilities of superstock.com and make all your purchases on-line, including the download of high-resolution image files. We will send you an invoice for your purchases.

Simply call your AE, or call 1-866-236-0087 in the United States, or our International Office at +44 20 7036 1800.

If you are new to SuperStock and would like to buy on account, simply call 1-866-236-0087, or our International Office at +44 20 7036 1800 . We will ask you for some basic business information and for a credit application.

Once you are set up to buy on account, you will also be able to download larger non-watermarked comp files.

You may register on the Site even if you do not wish to buy on account.

## MISCELLANEOUS

If any provision of this Site Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the remaining provisions of this Agreement shall be in no way affected or impaired.

### Applicable Law and Venue

Any dispute related to your use of the Site or this Site Agreement will be governed by the laws of the State of Florida and applicable U.S. Federal law, regardless of conflicts of laws, and resolved in state and federal courts located in Dallas, TX, United States of America.