



## DESCRIPTION OF SERVICE

500px, Inc. (“500px”, “we”, “us” or “our”) provides a platform via its website and apps (the “Site”) to a community of registered users (“users” or “you”) to engage in a variety of activities, including to upload and display photographs (“Visual Content”), share comments, opinions, and ideas, promote Visual Content Galleries, participate in contests and promotions, register for premium membership accounts (“Premium Accounts”), and license Visual Content through our distributors (individually and collectively, the “Services”). The foregoing list of Services is not all-inclusive and additional Services may be offered by us from time to time. The following are the terms of use (“Terms”) for using the Site and the Services.

## ACCEPTANCE OF TERMS

BY USING THE SERVICES, YOU ARE AGREEING, ON BEHALF OF YOURSELF AND THOSE YOU REPRESENT, TO COMPLY WITH AND BE LEGALLY BOUND BY THESE TERMS AS WELL AS OUR [PRIVACY POLICY](#) AND ALL APPLICABLE LAWS. IF YOU, FOR YOURSELF OR ON BEHALF OF THOSE YOU REPRESENT, DO NOT AGREE TO ANY PROVISION OF THESE TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY REGISTERED, CANCEL YOUR ACCOUNT.

## MODIFICATION OF TERMS

500px reserves the right, at its sole discretion, to modify or replace the Terms at any time. If the alterations constitute a material change to the Terms, 500px will notify you by posting an announcement on the Site. What constitutes a material change will be determined at 500px’s sole discretion. You are responsible for reviewing and becoming familiar with any such modifications. Using any Service or viewing any Visual Content constitutes your acceptance of the Terms as modified.

In addition, when using particular features of the Services, you are subject to any posted guidelines, terms or rules applicable to such Services.

Your access to and use of the Site and our Services may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the Site or any other reason within or outside of our control. 500px reserves the right to suspend or discontinue the availability of the Site, any Service, and to remove any Visual Content at any time at its sole discretion and without prior notice. 500px may also impose limits on certain features and Services or restrict your access to parts of or all of the Site and the Services without notice or liability. The Site should not be used or relied upon for storage of your Visual Content and you are directed to retain your own copies of all Visual Content posted on the Site.

## REGISTRATION

As a condition to using the Services, you are required to open an account with 500px, select a password and

username, and to provide registration information including a valid email address, which may be used to transfer royalty payments to you for licensing Visual Content. The registration information you provide must be accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your access to the Services, by terminating your account. Any personal information that you provide to 500px is governed by the 500px [Privacy Policy](#).

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

You are responsible for maintaining the confidentiality of your password and are solely responsible for all activities resulting from the use of your password and conducted through your 500px account.

Services are available to authorized representatives of legal entities and to individuals who are either (i) at least 18 years old to register for Premium Accounts or license Visual Content through 500px, or (ii) at least 14 years old, and who are authorized to access the Site by a parent or legal guardian. If you have authorized a minor to use the Site, you are responsible for the online conduct of such minor, and the consequences of any misuse of the Site by the minor. Parents and legal guardians are warned that the Site does display Visual Content containing nudity and violence that may be offensive to some.

The Services are for use by a) individuals who own Visual Content; and b) entities that represent owners of Visual Content including, but not limited to, galleries, agents, representatives, distributors, and other market intermediaries. We are currently not accepting video, illustrations, and graphic design content to upload on the Site. If you are the owner of the Visual Content, but not the creator, you are not allowed to upload content for the purposes of self-advertising.

## **USER CONDUCT**

All Visual Content posted or otherwise submitted to the Site, and any comments, or other communications (“Communications”, with Visual Content and Communications collectively referred to as “Content”) is the sole responsibility of the account holder from which such Communications originate. You acknowledge and agree that you, and not 500px, are entirely responsible for all Content that you post, or otherwise submit to the Site, including via messages exchanged through 500px’s messenger service. 500px does not control user submitted Content and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the Site, you may be exposed to Content that is offensive, indecent, or objectionable.

As a condition of use, you promise to abide by our Content Guidelines and not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by 500px. By way of example, and not as a limitation, you agree not to use the Services:

- 1) To abuse, harass, threaten, impersonate, or intimidate any person;
- 2) To post or transmit, or cause to be posted or transmitted, any Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
- 3) To communicate with 500px representatives or other users in an abusive or offensive manner;
- 4) For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Services;
- 5) To post or transmit, or cause to be posted or transmitted, any Communication designed or intended to

- obtain password, account, or private information from any 500px user;
- 6) To create or transmit unwanted 'spam' to any person or any URL;
  - 7) To create multiple accounts for the purpose of voting for users' Visual Content;
  - 8) To post copyrighted Content that does not belong to you, unless you are commenting on Visual Content in Blogs, where you may post such Content subject to providing appropriate attribution to the copyright owner and a link to the source of the Content;
  - 9) With the exception of accessing RSS feeds, you agree not to use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;
  - 10) To artificially inflate or alter vote counts, blog counts, comments, or any other Service or for the purpose of giving or receiving money or other compensation in exchange for votes and/or in an attempt to alter the result of any contest or promotion, or for participating in any other organized effort that in any way artificially alters the results of Services;
  - 11) To advertise to, or solicit, any user to buy or sell any third party products or services, or to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
  - 12) To promote or sell Visual Content of another person unless you are expressly authorized to do so; or
  - 13) To sell, assign, or otherwise transfer your Profile or account.

To report a suspected abuse of the Site or a breach of the Terms (other than relating to copyright infringement which is addressed under "COPYRIGHT COMPLAINTS" below), please send written notice to 500px at email: [help@500px.com](mailto:help@500px.com).

You are solely responsible for your interactions with other users of the Site. 500px reserves the right, but has no obligation, to review disputes between you and other users. This includes the right to review messages exchanged through 500px's messenger service, based on any reports that 500px receives alleging the violation of these Terms through the use of 500px's messenger service, including without limitation, reports regarding alleged harassment, indecency, and offensive messages.

If the Services or Site are used in a manner that violates the Terms in any way, 500px may at its sole discretion, but is not required to, suspend or terminate your account, disable your access to the Site and/or take any steps that it deems appropriate to address the situation.

## **PREMIUM ACCOUNT SERVICES**

500px provides premium services to holders of its paid Premium Accounts. To register for a Premium Account, you must be at least 18 years of age and have a valid 500px account. In addition to the general terms and conditions provided for by these Terms, the following terms and conditions apply specifically to Premium Account holders:

- 1) Services available to Premium Account holders are described in your account settings page. Premium Accounts are available on an annual and monthly membership basis.
- 2) 500px may modify, suspend, or discontinue the Services provided to Premium Account holders at any

time at its sole discretion and without prior notice.

- 3) 500px may provide new Premium Account holders with a free trial period. The provision or duration of such period is in the sole discretion of 500px, and will be communicated at the time of signup.
- 4) If you choose to terminate your Premium Account after the trial period, you are not entitled to any refund for any fees paid for your Premium Account.
- 5) If your Premium Account includes any Adobe Creative Cloud Photography plan purchased as an additional feature (an “Adobe Add-On”), you are not entitled to any refund after purchasing such a Premium Account that includes an Adobe Add-On.
- 6) We do not provide refunds on monthly subscription payments. Once you cancel your monthly payment, you will maintain access to your upgraded features for 30 days after your final payment has cleared.

## **FAIR STORAGE POLICY**

500px maintains a fair storage policy to ensure stable and fast service to all users. The storage limits set forth in the Terms may be changed from time to time without notice and you are responsible for complying with such changes.

Free accounts are limited to a maximum of 7 new photographs/images per week and 2,000 photographs/images in total (approximately 60Gb of storage). Any additional storage may result in restrictions on your account including limited access to your Visual Content or a requirement to upgrade if the limit is exceeded for several months.

Premium Accounts have unlimited uploads and storage within reasonable limit expectations, which is considered not to exceed 1,000 new photographs/images per week and 100,000 photographs/ images in total (approximately 3,000 Gb of storage). Premium Accounts that exceed the limit for several months will be notified of their excessive usage and restrictions or other penalties may be imposed if usage is not corrected.

## **LICENSING VISUAL CONTENT**

This section of the Terms addresses the licensing and distribution of Visual Content by 500px, which apply if you have designated your Visual Content for licensing.

## **VISUAL CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE AND FOR LICENSING**

Please read this section carefully before posting, uploading, or otherwise submitting any Visual Content to the Site.

In consideration of 500px’s agreement to allow you to use the Services, you acknowledge and agree that:

- 1) By submitting Visual Content to the Site, you grant to 500px a non-exclusive or exclusive, transferable, fully paid, worldwide license to use, sublicense, distribute, reproduce, modify, adapt, publicly perform and publicly display such Visual Content in connection with the Services. This license will exist for the period during which the Visual Content is posted on the Site and will automatically terminate upon the removal of the Visual Content from the Site, subject to the terms of any license granted by 500px or through our authorized distributors and these Terms;

- 2) The license granted to 500px includes the right to use Visual Content fully or partially for promotional reasons and to distribute and redistribute Visual Content to other parties, websites, authorized agents, applications, and other entities, provided such Visual Content is attributed in accordance with the required credits (i.e. username or Gallery name, Profile picture, photo title, descriptions, tags, and other accompanying information) if any and as appropriate, as submitted to 500px, and subject to any credit requirements governing the licensing of Visual Content (notwithstanding the foregoing, no inadvertent failure to provide appropriate attribution shall be considered a breach of these Terms);
- 3) You waive any moral rights (and any similar rights) with respect to the Visual Content to the extent permitted by law, and if no waiver is permitted, you agree not to enforce the right against 500px or our distributors or clients;
- 4) 500px and our distributors have the right to modify, alter and amend photo titles, descriptions, tags, metadata and other accompanying information for any Visual Content and the right to submit Visual Content to other parties and authorized agents for the purpose of creating tags for Visual Content;
- 5) 500px and our distributors shall have complete and sole discretion regarding the terms, conditions, and pricing of Visual Content licensed to clients without your approval or consultation. 500px and our distributors may also enter into licensing arrangements for a quantity of images (that may include non-500px content) and may need to calculate royalties based on a ratio of your Visual Content licensed to the total number of images licensed;
- 6) 500px and our distributors have the right to modify, alter, and amend photo titles, descriptions, tags, metadata and other accompanying information for any Visual Content and the right to submit Visual Content to other parties and authorized agents for the purpose of creating tags for Visual Content;
- 7) 500px uses industry recognized software and measures to restrict the ability of users and visitors to the Site to make high resolution copies of Visual Content posted on the Site. Notwithstanding the foregoing, 500px makes no representation and warranty that Visual Content posted on the Site will not be unlawfully copied without your consent. 500px does not restrict the ability of users and visitors to the Site to make low resolution or 'thumbnail' copies of Visual Content posted on the Site and you hereby expressly authorize 500px to permit users and visitors to the Site to make such low resolution copies of the Visual Content;
- 8) Subject to the foregoing terms, ownership or other rights in the Visual Content including any intellectual property rights or other proprietary rights associated with the Visual Content are retained by you or the Visual Content owner represented by you, unless reflected otherwise in a separate agreement with 500px. 500px owns all right, title and interest, including all copyrights that arise *apart from* the copyright in Visual Content, to all types of derivative works created by or for 500px or our distributors that contain more than one work of Visual Content and/or other content; and
- 9) While 500px takes commercially reasonable steps to ensure that your rights are not violated, 500px has no obligation to pursue legal action against any alleged infringer of any rights in and to any Visual Content.

You further represent and warrant that:

- 1) You are the sole and exclusive owner, or you are the authorized representative of the owner(s) of all rights, including all copyrights in and to all Visual Content you submit to the Site;
- 2) You have the full and complete authority and right to enter into this agreement and to grant to 500px the rights in the Visual Content that you have granted, and that no further permissions from, or payments to, any other party are required;
- 3) You are not violating or breaching any agreement with any other party by submitting Visual Content to 500px;

- 4) The Visual Content is original and it does not infringe the copyright of any third party, and will not contain any matter which violates any applicable law, rule or regulation and will not defame, violate the right or privacy or publicity, or infringe the trademark, intellectual property rights or proprietary rights, of any third party;
- 5) The Visual Content does not include any material that would be considered to be obscene or pornographic;
- 6) You have not granted to any third party any rights or interest in any Visual Content that conflicts with any of the rights granted to 500px under these Terms, including without limitation, allowing any other party to license or distribute Visual Content designated for exclusive licensing by 500px;
- 7) Any caption information, keywords, metadata, copyright management information or other information submitted with the Visual Content is relevant, accurate, and complete, and does not contain false or misleading information, and it complies with 500px's applicable submission guidelines;
- 8) A valid release, either model/and or property, has been obtained where necessary and appropriate for any Visual Content and 500px may use such Visual Content without obtaining any additional consents or permissions or the payment of additional fees to any third parties; and
- 9) The Visual Content does not contain any viruses, spyware, Trojan horses, time bombs, or other similar harmful or deleterious programming routines or code.

You do not have any right to terminate the permissions granted herein, nor to seek, obtain, or enforce any injunctive or other equitable relief against 500px, all of which such rights are hereby expressly and irrevocably waived by you in favor of 500px.

## **VISUAL CONTENT DESIGNATED FOR LICENSING**

- 1) If your Visual Content is designated for licensing, 500px may elect to license and/or distribute the Visual Content for licensing at our sole discretion. 500px may provide (and update from time to time) Visual Content submission requirements and you agree to comply with 500px's then current submission guidelines.
- 2) You may be asked to electronically submit model or property releases (collectively, "Releases") associated with the Visual Content. Model releases are required if the Visual Content depicts recognizable people, either by face or other identifying attributes and property releases are required if the Visual Content depicts distinctive real or personal property. Releases must contain substantially the same terms as the sample releases that can be downloaded from 500px at these links: [static.500px.com/docs/ModelReleaseForm.pdf](http://static.500px.com/docs/ModelReleaseForm.pdf) and [static.500px.com/docs/LocationReleaseForm.pdf](http://static.500px.com/docs/LocationReleaseForm.pdf). 500px may provide redacted releases to its clients, distributors, or third parties, in response to any threatened or asserted legal claim, or otherwise required by law. Please seek independent legal advice if you have any questions about whether releases are required for your Visual Content.
- 3) 500px will comply with your written request to remove Visual Content for licensing and distribution within 180 days of receiving such a request. Such a request must be accompanied by an electronic list (in a format acceptable to 500px) of the 500px image code(s) for the respective Visual Content to enable us to delete the respective work from our licensing platforms and distribution network. If you request an expedited removal of Visual Content in writing because of legal concerns, we will make a reasonable effort to comply with such a request. 500px will request any distributor remove such Visual Content, but 500px shall not be responsible if a distributor fails to remove Visual Content after receiving written notice from 500px requesting removal.
  - a. Nothing herein will require 500px to cancel or amend any license in any Visual Content that was

issued prior to receiving a notice of removal from you or before such Visual Content is removed. Moreover, 500px shall have the right to continue licensing any such Visual Content and using it for marketing, advertising, or promotional purposes for a further period of ninety (90) days following the effective termination/removal date for such work, subject to these Terms, unless you have requested removal of the Visual Content due to legal concerns. 500px will notify you if we or any distributor issued any exclusive licenses for Visual Content that you wish to remove and you (or your representatives and agents) must not issue any licenses that conflict with the terms of such exclusive licenses.

- b. 500px may remove Visual Content based on marketability, failing to comply with submission guidelines, or for any reason at our sole discretion. Any license granted prior to removal or termination of these Terms shall remain valid in accordance with the terms of our or our distributor's applicable license agreement.
- 4) 500px recommends that you register Visual Content designated for licensing with the US Copyright Office ([www.copyright.gov](http://www.copyright.gov)), but you are not required to do so.

## **GRANT OF RIGHTS**

- 1) Subject to these Terms, you grant 500px either an exclusive or a non-exclusive license to market, sell, and distribute Visual Content throughout the world, either ourselves or through our distributors, and to reproduce, distribute, publish, transmit, broadcast, display, exhibit, adapt, crop, modify, recast, or enhance, any Visual Content, alone or in combination with any other material, in any media or embodiment, now known or later developed, for any lawful purpose, including the right to distribute and sell consumer products (i.e., images reproduced on products such as posters, calendars, stationery, gift items, merchandise, etc.).
- 2) In the event you elect to submit Visual Content to 500px on an exclusive basis, you agree not to license or distribute the Visual Content or any Similar (i.e., an image that is identical or substantially similar to the Visual Content) to any other party unless the exclusivity expires. You may use such exclusive Visual Content or Similar solely for personal, non-commercial purposes, such as in your portfolio, exhibition, single photographer publication, fine art prints, personal website, and self-promotion, but you must refer any licensing requests for exclusive Visual Content or Similar to 500px.
- 3) You grant 500px and our distributors, the right, but not the obligation, to use your name, trademarks, and trade names, and the right to reproduce, display, transmit, broadcast, and adapt any Visual Content to promote, advertise, and market 500px, and our distributors; and you agree that no compensation or further consent is required for such use. Marketing may include the use of Visual Content on social media sites. Additionally, the rights granted herein will include the right to use Visual Content as necessary to test or evaluate any technologies, systems, or processes that 500px or our distributors may use to fulfill obligations and exercise any rights granted under these Terms.
- 4) Right to Commence Legal Action. Provided you have elected to grant us exclusive rights in Visual Content, you grant 500px and our distributors the exclusive right, at our or our distributors' sole expense, to determine in its/their sole and reasonable discretion, without obligation, if and when any legal action shall be pursued with regard to the Visual Content, and to defend claims and counterclaims related to the Visual Content. 500px and/or our distributors shall have complete discretion regarding their choice of attorney in any legal actions. Any settlement or resolution of a legal action shall not be subject to your prior approval; however we shall not enter into any settlement or resolution that shall impair your ownership or copyright in the Visual Content without your prior written consent. You agree to cooperate in any legal action by all reasonable assistance upon request. If we decline to bring a legal action, you retain the right to bring an action in your own name at your own expense.

## ROYALTIES AND REPORTING

- 1) On a monthly basis, 500px shall remit to you the following percentages of Net License Fees 500px receives from the licensing of Contributor's Visual Content:
  - a. For Visual Content submitted for exclusive licensing, 500px shall remit to you (i) Sixty Percent (60%) of Net License Fees 500px receives from the licensing of your Visual Content.
  - b. For Visual Content submitted for non-exclusive licensing, 500px shall remit to you Thirty Percent (30%) of Net License Fees 500px receives from the licensing of your Visual Content.
  - c. For the purposes of these Terms, Net License Fees means the gross license fees received by 500px after deduction of currency conversion costs, sales tax, use tax, or any other taxes or duties, bank transfer fees, and distributor royalties and commission, if applicable; and applicable charges for consumer products, including without limitation, shipping charges, insurance charges, printing charges, framing charges, and similar expenses.
- 2) All payments to you shall be made in U.S. Dollars. 500px will use commercially reasonable efforts to pay you by no later than fifteen (15) business days following the end of the reporting month in which your account has accrued a minimum balance of US\$30.00. Contributor may elect to receive payments through an online payment processor or by check. 500px's payment to such processor shall fulfill its obligation to make payments to you.
- 3) 500px shall provide your statement of Net License Fees in your password-protected account. 500px and our distributors may offer license models and price agreements that make Visual Content available for use by clients on a high-volume basis and the frequency and methodology for reporting and paying Net License Fees may vary in order to facilitate such high-volume licensing. You are solely responsible for maintaining updated contact information with 500px. In the event 500px is unable to contact you or remit Net License Fees to you for a period of twelve (12) months, 500px may, in its sole discretion, terminate your registration and remove your Visual Content.
- 4) In the event that a refund of a payment received or accrued from a third party is required, 500px is specifically authorized to deduct your share of this overpayment from any subsequent amount due to you.
- 5) You are solely responsible for completing any necessary IRS forms in order to receive payment. A "US Person" (as defined by the IRS) must submit a completed IRS Form W-9 to 500px. A "Foreign Person" (as defined by the IRS) must submit a completed IRS Form W-8 to 500px in order to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. 500px shall deduct any amounts from the compensation that it is legally required to deduct.

## COPYRIGHT COMPLAINTS

DMCA - Notification of Alleged Copyright Infringement. 500px has registered an agent with the United States Copyright Office in accordance with the terms of the DMCA and avails itself of the protections under the DMCA. 500px reserves the right to remove any Content that allegedly infringes another person's copyright. In appropriate circumstances, 500px will terminate the accounts of users who infringe copyright. Notices to 500px regarding any alleged copyright infringement should be directed to 500px via email at: [copyrightinfringement@500px.com](mailto:copyrightinfringement@500px.com).



## **Filing a DMCA Notice to Remove Copyright-Protected Content**

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide us (either directly or through your authorized representative) with a written notice containing the following information:

- a. Your name, address, telephone number, and email address (if any);
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where on the Site the material that you claim is infringing may be found, sufficient for 500px to locate the material (e.g., the URL);
- d. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by you, your agents, or the law and is not a fair use;
- e. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- f. Your electronic or physical signature.

If we remove or disable access to Content in response to a notice of Infringement, we will make reasonable attempts to contact the user who posted the affected Content. If you feel that your Content is not infringing, you may provide 500px with a counter notice in writing to the attention of "Copyright Infringement Counter Notification" at [copyrightinfringement@500px.com](mailto:copyrightinfringement@500px.com). You must include in your counter notice sufficient information to enable 500px to make a reasonable determination. Please note that you may be held accountable for damages (including costs and attorneys' fees) if you materially misrepresent that your Content is not infringing the copyrights of others.

## **Filing a DMCA Counter-Notice to Restore Content Removed from the Site**

If you believe that your material has been removed by mistake or misidentification, please provide 500px with a written counter-notification containing the following information:

- a. Your name, address, telephone number, and email address (if any);
- b. A description of the material that was removed and the location on the Website (e.g., the URL) where it previously appeared;
- c. A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- d. A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, any jurisdiction in which you may be properly served, and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person; and
- e. Your electronic or physical signature.

If you have any questions about copyright infringement or the notification and counter-notification process under the Digital Millennium Copyright Act (the "DMCA"), we recommend that you speak with an attorney.

## **LINKS**

The Services may provide, or third parties may provide, links to other sites or resources. Because 500px has no control over such sites and resources, you acknowledge and agree that 500px is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that 500px shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

## **RELEASE AND INDEMNITY**

You hereby expressly and irrevocably release and forever discharge 500px, its affiliated and associated companies and its authorized distributors, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims, and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the Site and the Services.

You hereby agree to indemnify and hold harmless 500px, its affiliated and associated companies and its authorized distributors, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) a breach of these Terms, (ii) Content posted on the Site, (iii) the use of the Services or Premium Accounts, by you or any person using your account or 500px Username and password, (iv) the licensing, distribution, or use of your Visual Content, or (v) any violation of any rights of a third party. 500px reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **TRADEMARKS**

500px, 500px.com, and other 500px graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks, or trade dress of 500px. 500px's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of 500px.

## **TERMINATION**

500px may terminate or suspend any and all Services and/or your 500px account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your 500px account, you must do so in writing and it will result in the removal of your Visual Content from the Site pursuant to these Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership and rights provisions and warranties, your entitlement to the payment of royalties, warranty disclaimers, indemnity and limitations of liability.

Upon termination (by 500px or you), 500px will remove your Visual Content from licensing within 180 days and will inform all distributors that the Visual Content should be removed during that time period, provided howev-

er that 500px (and our distributors) may retain digital copies of Visual Content for archival and record-keeping purposes. 500px will continue to make payments due to you after termination in accordance with these Terms. 500px shall not be responsible for distributors who do not comply with 500px instructions to remove Visual Content in a timely manner.

It is your responsibility to retain copies of your Visual Content because 500px will automatically remove and delete remove all Visual Content from your account prior to termination.

## **WARRANTY DISCLAIMER**

YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR OWN RISK. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. 500PX EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 500PX DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS SITE AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) THIRD PARTY COMMUNICATIONS, (C) ANY THIRD PARTY WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS, (D) THE UNAVAILABILITY OF ALL OR ANY PART OF THE SITE OR THE SERVICES, (E) YOUR USE OF THE SITE OR THE SERVICES, OR (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE OR THE SERVICES.

## **LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE PROVIDED BY LAW, NEITHER 500PX NOR ANY OF ITS AFFILIATES, PARENTS, SUBSIDIARIES, AUTHORIZED DISTRIBUTORS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CLIENTS, OR AGENTS SHALL BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE SITE, ANY FACTS OR OPINIONS APPEARING THEREON, OR THE SERVICES. 500PX SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR SERVICES. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, 500PX'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO (A) US\$100.00 IF THE CLAIM IS UNRELATED TO THE LICENSING OF VISUAL CONTENT; OR (B) THE TOTAL FEES COLLECTED BY 500PX FOR THE VISUAL CONTENT THAT IS THE SUBJECT MATTER OF THE CLAIM IF THE CLAIM IS RELATED TO THE LICENSING OF VISUAL CONTENT, WITH THE UNDERSTANDING THAT 500PX IS NOT RESPONSIBLE FOR THE MISUSE OF VISUAL CONTENT BY DISTRIBUTORS OR ANY OTHER THIRD PARTY UNDER ANY CIRCUMSTANCES.

YOU AND 500PX AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE ARISING HEREUNDER WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU ACT OR PROPOSE TO ACT IN A REPRESENTATIVE CAPACITY. YOU FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF 500PX AND ALL PARTIES TO ANY SUCH PROCEEDING.

## GENERAL PROVISIONS

- 1) **Controlling Law.** The Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and Canada, as applicable, without regard to conflicts of laws principles. The United Nations Convention on the International Sale of Goods does not apply and is expressly excluded.
- 2) **Disputes and Arbitration.** Any controversies or disputes arising out of or relating to these Terms shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association or of the International Center for Dispute Resolution to be held in one of the following jurisdictions (whichever is closest to you): New York, New York; San Francisco, California; or Toronto, Canada. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of these Terms. The arbitration proceeding shall be conducted in English and all documentation shall be presented and filed in English. The arbitrator shall not have the authority to modify any provision of these Terms or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under these Terms. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events, or occurrences giving rise to the claim.
- 3) **Confidentiality Obligation.** For as long as either party possesses any confidential information, each party agrees to not disclose any Confidential Information of the other party to any third party or use any of the Confidential Information except as necessary to perform that party's obligations under these Terms. Confidential information includes without limitation information concerning marketing plans, financial results, pricing schedules, product lines, product plans, proprietary technology, research information, practices, trade secrets, and any and all other information as deemed confidential by the disclosing party which is not generally known to the public.
- 4) **Assignment.** These Terms shall be binding upon and shall inure to the benefit of the parties' heirs, executors, administrators, successors, and permitted assigns. 500px may assign its rights and obligations under these Terms, including without limitation, any assignment resulting from any corporate reorganization, merger, sale of substantially all the assets to which these Terms relate. Your obligations under these Terms are personal and may be assigned only with 500px's prior written consent; however, your right to receive payment may be assigned without 500px's prior consent.
- 5) **Relationship of the Parties.** Nothing in these Terms will constitute the relationship of an employer and employee, a principal-agent, partnership, or a joint venture between the parties. You are responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation all unemployment, workers compensation, income tax withholding, social security, and any other taxes of any nature.
- 6) **Notices.** Notices to be served in accordance with these Terms may be served by email, or by mail, at the election of 500px. However, email shall be the predominant source of communication. You agree to notify 500px of any change in your email or mail address for the purpose of notification pursuant to this Agreement.
- 7) **Severability.** In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law, or so held by applicable court decision, such enforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and in such event such provision shall be changed and interpreted so as to best accomplish the objectives of such provision.

- 8) Entire Agreement. These Terms incorporate the entire understanding of the parties concerning the subject matter contained herein and merges and/or supersedes all prior and contemporaneous communications and/or agreements. No action of 500px, other than the express or written waiver or amendment, may be construed as a waiver or amendment of these Terms.
- 9) Personal Information. Please refer to 500px's [Privacy Policy](#) for additional information on how 500px stores, uses, and processes all personal information.

*Last updated: December 2, 2019*