

MARKETPLACE TERMS FOR SELLER

- Artists sell their art commission free on MSAC Marketplace.
- Transactions are between the (artist) seller and the buyer.
- MSAC is not involved with purchases or disputes between sellers and buyers.
- MSAC assumes no liability for the transactions between seller and buyer.
- The artist (seller) and the buyer handle all details of the sale.

CONTRIBUTOR TERMS OF USE

Effective November 1, 2015

As a Contributor, you agree to be bound by this Contributor Terms of Use Agreement ("Contributor Agreement"). This Contributor Agreement sets out the legally binding terms that govern your use of the MSAC Marketplace ("marketplace") in connection with the distribution of images and information.

MSAC may modify this Contributor Agreement from time to time and such modifications shall be effective upon posting to the marketplace. The changes to this Contributor Agreement may be made without advance notice to you, and you agree to be bound by any changes if you continue to use the marketplace after such changes are posted.

In order to be a Contributor on MSAC:

- You review and agree to these Terms and Conditions of Use.
- You sign up to be a Contributor by creating an account.
- You upload your images to the marketplace.
- You decide whether you want to just sell your images as print-on-demand products and/or license them royalty-free, rights-managed, or both.
- You set your own prices for the various products (e.g. canvas prints, greeting cards, iPhone cases) and image licenses that are offered.

Opening an Account

You must open an account to sell print-on-demand products or license your images through the marketplace.

After opening an account on MSAC, You may create a public profile page, which includes your name, biography, contact information, images, and other information and content that you choose to upload and/or publicly disclose. All of this information is fully disclosed on the marketplace. Any member of the public who visits the Marketplace will be able to view all of the profile information that you have entered.

Cancelation of Account

You may close your account at any time by logging in and clicking on the icon that says "Close Account." After clicking that link, MSAC will immediately close your account and remove your profile page and uploaded images from the marketplace.

MSAC may cancel a Contributor account at any time for any reason. Even after your account is terminated, your obligations under this Contributor Agreement will remain in effect.

Submission of Images

By submitting images to MSAC, you grant to MSAC a right to reproduce, prepare derivative works incorporating, publicly display, and market any images uploaded by you. You further grant to MSAC a worldwide, non-exclusive right to use the images you submit and your name, username and Images in connection with MSAC's marketing and promotional activities without the payment of any compensation to you.

You expressly waive any artists' authorship rights or any droit moral that you would otherwise have under the laws of the State of Maryland, United States Copyright Act or similar laws of any jurisdiction.

MSAC has the right to refuse to accept or to remove images from the marketplace for any reason. Images will be removed if MSAC believes that the images will subject the MSAC, the Maryland Department of Commerce, or any of its officers, managers, directors or employees to legal liability or if the images violate these terms and conditions of use.

The copyrights in and to all Images you submit remain with you as the owner of such copyrights. Nothing contained herein shall be construed to transfer any copyrights to MSAC or its sublicensees.

Compensation

For all of the products and image licenses available on MSAC, you have the ability to set your own prices and specify exactly how much You want to earn for each product sale or license sale.

Payments

Payments and how payments are made, is between you, the artist, and the buyer. The MSAC assumes no liability for transactions made on the Marketplace.

Returns

Returns or damaged good transaction is between you, the artist, and the buyer. The MSAC assumes no liability for transactions made on the marketplace.

While the MSAC takes commercially reasonable steps to ensure that the rights of its Contributors are not violated, MSAC has no obligation to pursue legal action against any alleged infringer of any of your rights in and to any Images.

You hereby grant MSAC the right and authority to take such steps as MSAC deems commercially reasonable to protect MSAC's rights in the Images.

The MSAC recommends that you register all of your Images for copyright protection; as such, registration is generally a prerequisite to commencing an action for copyright infringement. More information on registering your work for copyright protection is available at <http://www.copyright.gov/>.

Model Releases

You agree to provide valid and accurate model releases for all Images You contribute to MSAC that require said releases. You agree that you are solely responsible for retaining all original model releases and maintaining complete and accurate model release records. The MSAC may request copies of the release and photographs.

You agree that MSAC may respond to any potential or actual legal action or comply with applicable laws, regulations, and/or union reporting requirements.

Representations and Warranties

You represent and warrant that:

- (A) You have the full right, power and authority to enter into this Contributor Agreement and to fully perform all of your obligations hereunder;
- (B) You are under no legal disability or contractual restriction that prevents you from entering into this Contributor Agreement;
- (C) The Images and all parts thereof are owned and/or controlled by You, unencumbered and original works and are capable of copyright protection in all countries where copyright or similar protection is available;
- (D) If the Images contain any human likeness from which an individual may be identified, you own or have acquired all rights to use such human likenesses;
- (E) If the Images contain third-party trademarks including design marks, the inclusion of the trademarks is pursuant to license or written consent or qualifies as a lawful use under U.S. intellectual property laws;
- (F) The Images are neither obscene nor defamatory and do not infringe the copyright or any other rights of any third party, including, without limitation, trademark rights and the rights of privacy and publicity;
- (G) There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Images or which might in any way impair the rights granted by You hereunder.

Content Posted to Marketplace

You are solely responsible for the Content that you upload or post to the marketplace or any material or information that you transmit to other Contributors.

By posting any Content to the public areas of the marketplace, you hereby grant to MSAC the non-exclusive, fully paid, worldwide license to use, publicly perform, and display such Content on the Marketplace for purposes of sale and license.

You also grant MSAC the right to use and display your Content in online advertisements, online videos, online newsletters, printed marketing materials, and TV commercials for the purpose of promoting MSAC and its marketplace.

You represent and warrant that: (i) You own the Content posted by you on the marketplace or otherwise have the right to transfer rights in the Content, and (ii) Your Content does not violate the privacy rights, publicity rights, copyright rights, or other intellectual property rights of any person. You agree to pay for all royalties and fees owing any person by reason of any Content you post on the marketplace.

You understand and agree that MSAC may review and delete any Content, message, image, or profile that in the sole judgment of MSAC violates this Contributor Agreement or which may be offensive, illegal, or violate the rights, harm, or threaten the safety of any Contributor or any third-party.

The MSAC reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Marketplace and terminating the account of such violators.

Prohibited Content includes Content that:

- a. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b. harasses or advocates harassment of another person;
- c. involves the transmission of junk mail , chain letters, or unsolicited mass mailing or spamming ;
- d. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- e. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- f. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- g. provides material that is sexual in nature; (viii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (ix) solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- h. is irrelevant to the print-on-demand business, image licensing business, or the stated purpose of this marketplace.

You agree to use the marketplace in a manner consistent with all applicable laws and regulations.

Repeat Infringers

The MSAC requires all users to comply with copyright and other intellectual property laws. You may not publish or make available any user material that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. You represent and warrant that you have all rights necessary to publish and distribute any user material that you make available through the marketplace.

If you are found to have violated copyright law in any way, MSAC reserves the right to terminate your access to the site. Repeat Infringers of copyright law will be banned from MSAC as required by copyright law 17 U.S.C. 512(i)(1)(A).

Indemnification

You agree to indemnify and hold MSAC and the Maryland Department of Commerce harmless from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any breach or claimed breach of any of your representations or warranties or any of your obligations under the Contributor Agreement. You will only be liable for any incidental, consequential, or special damages in the case of third party claims.

Limitation of Damages

IN NO EVENT SHALL THE MSAC OR THE MARYLAND DEPARTMENT OF COMMERCE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEB SITE, EVEN IF MSAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MSAC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO MSAC.

Proprietary Rights in Content on MSAC

MSAC owns and retains all proprietary rights in the original elements of the marketplace, including its selection and arrangement of Content. The marketplace contains copyrighted material, trademarks, and other proprietary information of MSAC and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

Miscellaneous

The relationship of MSAC and the Contributor is that of independent contractors. The Contributor Agreement contains the entire understanding of the parties with respect to the subject matter covered herein and supersedes any prior agreements with respect to such subject matter.

The validity, interpretation and enforcement of the Contributor Agreement, matters arising out of or related to the Contributor Agreement or its making, performance or breach, and related matters shall be governed by the internal laws of the State of Maryland (without reference to choice of law doctrine).

BY SUBMITTING ANY IMAGES TO MSAC YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF MSAC PRIVACY STATEMENT (WHICH BY THIS REFERENCE IS DEEMED INCORPORATED HEREIN), WITH THE SAME FORCE AND EFFECT AS IF YOU SIGNED SUCH DOCUMENTS BY HAND.

By checking the box, you agree to bound be these terms and conditions.