

# Artist Submission Agreement

## Important Notice

This Artist Submission incorporates the terms of the Membership Agreement which can be found on our website at [www.peopleimages.com](http://www.peopleimages.com).

Any term found in the Membership Agreement applies to this Artist Submission Agreement too, unless a term in this agreement contradicts it.

By uploading any Media to the Site, by providing the Media to Us in any other way, or by indicating your acceptance of this Agreement in any other way, You agree to the terms of this Agreement.

## 1. Background to Agreement

- 1.1. If you wish to sell Your Media to us, you can only do so in terms of this Agreement.
- 1.2. This Agreement will describe our rights to use your Media and how we will pay you for your Media.
- 1.3. If you do not agree, or do not have authority to enter into this Agreement, you must not upload or provide us with your Media.

## 2. Definitions

The following words and phrases have these meanings in this Agreement:

- 2.1. "Accept" means that We accept the Media that You have provided to Us as described in clause 4.
- 2.2. "Agreement" means this Artist Submission Agreement as well as the Membership Agreement, which is deemed to form part of the Agreement.
- 2.3. "Assignment Date" means the date on which You upload or provide the Media to Us in any other way.
- 2.4. "Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not), trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.
- 2.5. "Media" means photographs, images, vectors, films, videos, animations or other audio / visual media offered for distribution through the Site, and includes portions and adaptations thereof.
- 2.6. "Site" means Internet World Wide website at URL [www.peopleimages.com](http://www.peopleimages.com) or another URL that We may use for these purposes.
- 2.7. "Us", "We" or "Our" means Yuri Arcurs Productions (Pty) Ltd, a company incorporated in terms of the company laws of the Republic of South Africa with registration number 2010/021359/07, and also includes reference to our holding company and its subsidiaries.
- 2.8. "Working Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 2.9. "You" or "Your" refers to you, or the owner of the Media if you are authorised to assign the owner's rights to the Media.

## 3. Agreement

- 3.1. Acceptance. By uploading any Media to the Site, by providing the Media to Us in any other way, or by indicating your acceptance of this Agreement in any other way, You agree to the terms of this Agreement.
- 3.2. Separate Agreements. This is not a master agreement: each time You upload or provide Media to Us, You enter into a separate Agreement with Us for that Media.
- 3.3. Incorporation. This Agreement consists of this document, and also incorporates the terms of the Terms and Conditions, the Privacy Policy and Membership Agreement.
- 3.4. Conflict. If there is any conflict between the contents of this document and the contents of the Terms and Conditions, the Privacy Policy or Membership Agreement, then the provisions of this document will prevail.

## 4. Submission and Acceptance

- 4.1. Submission. You may submit Media to Us via the Site. Media must be submitted in the formats that We specify on

the Site.

4.2. Offer to Assign. If You submit the Media to Us, this will be an offer to Us to accept assignment of the Media from You, subject to Acceptance of the Media.

4.3. Acceptance. We will review all Media that You submit to Us and may Accept the Media if We decide that it is marketable. We are not under any duty to Accept Media that You provide to Us. If We Accept the Media, You agree to assign the Media to Us as set out in clause 5.

## 5. Assignment of Media

5.1. Assignment. You irrevocably assign, transfer, convey and deliver to Us in perpetuity all right, title and interest in all Intellectual Property Rights throughout the world in and to the Media. You understand that all terms of releases relating to this submission are upheld by Us. The date of this assignment will be the date on which You provide the Media to Us.

5.2. Waiver of Rights. You waive any right of termination and all moral rights to the Media that may be granted under the Copyright Act 98 of 1978, the Berne Convention, or any analogous law of any other jurisdiction (to the extent permitted by the relevant law).

5.3. Private Use. You retain the right to use the Media in personal, non-commercial uses, but only in print, such as portfolios, fine art prints and exhibitions. However, You may not use the photographs in publications on a personal website or as self-promotion.

5.4. Retouching. You accept that the Media may be modified, retouched or changed to suit the needs of a particular customer.

5.5. Backup Copies. Unless We agree other arrangements with You, You must retain a backup of the RAW or other original format of the Media for a period of no less than 5 (five) years from the Assignment Date. If the Media forms part of a "shoot", then You must retain a backup of the whole shoot for this period.

## 6. Payment

6.1. Price. If we Accept Media, We will pay You a once-off amount in exchange for assigning it to Us. The rate We pay for the Media will be as listed on the Site, unless We agree otherwise with You. We will change the rate listed on the Site from time to time, and it is Your duty to ensure that You are aware of the current rates.

6.2. Time of Payment. We will not make payment to You every time We Accept Media from You, but only when Your account with Us has reached a minimum of ZAR 1 000. We will not pay You interest for funds held in the account.

6.3. Manner of Payment. We will make payment to You by electronic funds transfer. You must first give Us the details of Your bank account in writing. You will be liable for any bank, foreign exchange or similar charges or commissions related to the payment, and We may deduct these from the payment.

6.4. Taxes. You acknowledge that depending on your residence and geographical position, taxes may be deducted from the amount paid to You.

## 7. Warranties

7.1. Intellectual Property Rights Warranty. You warrant that:

7.1.1. You are the owner of the Intellectual Property Rights in the Media, or that You are authorised by the owner to enter into this Agreement; and

7.1.2. in assigning Media to Us on the terms set in this Agreement You are not infringing any third party's Intellectual Property Rights in the Media.

7.2. Releases. You warrant that all necessary model and/or property releases have been obtained and filled in correctly for unlimited commercial use of the Media.

7.3. No Previous Distribution. You warrant that You have not provided copies of the Media to any stock agency or other third party for download or distribution, and that the Media is not available for download or commercial use from any source.

7.4. Liability. You accept that You will be liable for any damage that We may suffer if You breach these warranties.

## 8. Relationship

8.1. Independent Contractor. The relationship of the parties is that of an independent contractor. Nothing in this Agreement will constitute the relationship of employer and employee, partnership or a joint venture between You and Us.

8.2. No Agency. This Agreement does not give rise to a relationship of principal and agent. Neither party will be

entitled to conclude any agreement on behalf of the other, nor to sign any document on behalf of the other, unless this is expressly authorised in writing by the other.

#### 9. Limitation of Liability & Indemnity

9.1. Limitation of Liability. You agree that We will not be liable for any damages that You or any third party might suffer that relate to or arise from this Agreement, whether or not anyone anticipated or should have anticipated that the damages would occur. The excluded damages include direct damages, as well as indirect or consequential damages (such as loss of profits, business, goodwill, revenue or anticipated savings).

9.2. Indemnity. You agree to indemnify and hold Us harmless in respect of any claim that a third party might bring against Us that relates to or arises from this Agreement.

9.2.1. This indemnity includes claims arising from Your breach of any of the warranties contained in clause 7, including claims for infringement of a third party's Intellectual Property Rights or rights of privacy.

9.2.2. This indemnity also includes all liability or loss that We might suffer as a result, including legal costs on the scale as between attorney and own client and any additional legal costs.