

- Space Tech International Limited("Space Tech") operates a global marketplace for stock media. Space Tech's customers may pay a fee to license content from the Space Tech websites (collectively, "Space Tech Websites").

The following is intended to convey the general scope of each term, and does not replace the TOS. Your rights and obligations are controlled solely by the TOS.

- The following Terms of Service ("TOS") is a legally binding, non-exclusive agreement between you and Space Tech. Please read the TOS carefully and be sure you understand it fully. The TOS describes and controls your legal relationship with Space Tech, the rights you are granting to Space Tech in any photographs, images, vectors, moving images, animations, films, videos, audio-visual works or other media together with any associated keywords, metadata and/or titles submitted by you to Space Tech (collectively, "Content"), and the uses Space Tech may make of the Content.

By submitting content to Space Tech, you agree to all the terms in this agreement.

2. Overview

- a. By submitting any Content to Space Tech, you grant to Space Tech a worldwide, non-exclusive right and license to reproduce, prepare derivative works incorporating, publicly display, sublicense, sell, advertise and market any Content uploaded by you and accepted by Space Tech, until this Agreement is terminated as herein provided. You also give permission to Space Tech to add, modify or remove information related to your Content to manage and license such Content.

You are granting Space Tech the non-exclusive right to license and use your submitted content.

- b. You grant Space Tech a worldwide, non-exclusive right to use your name, display name and Content about Space Tech's marketing and promotional activities without the payment of any compensation to you. Space Tech, in the exercise of its discretion, may refrain from any or all the foregoing without any liability to you.
- c. Space Tech shall have the right, but not the obligation, to license all Content to its customers for use in accordance with license agreements entered into by Space Tech, including but not limited to Space Tech International Limited Terms of Service License Agreements (collectively, "Licenses").

3. Ownership of Content

- The copyrights in all Content remain with the copyright owner, and nothing in the TOS shall be construed as a transfer of copyright to Space Tech. However, by submitting Content to Space Tech, you expressly waive any artists' authorship rights or any droit moral that you would otherwise have under the laws of the State of Malta Copyright Act or similar laws of any jurisdiction, so that customers may use your Content in accordance with the Licenses issued by Space Tech.

You always retain ownership in and to your content.

4. Releases

- You agree to provide valid and accurate model releases for all Content you contribute to Space Tech that, in Space Tech's judgment, contains an identifiable face or identifiable human figure or other identifiable attribute including, without limitation, voice, appearance, or likeness. You also agree to provide valid and

accurate property releases to Space Tech for all Content that requires such releases, which determination shall be made in Space Tech's sole discretion. All releases shall be electronically delivered to Space Tech with the Content. Content without a release that depicts an identifiable person and/or requires a property release may be accepted for "Editorial Use Only" by Space Tech in its sole discretion.

- a. You agree that you are solely responsible for retaining all original releases and maintaining complete and accurate release records.
- b. The submission of falsified, inaccurate or otherwise defective model releases is a material breach of the TOS. Releases submitted by you shall not contain any terms inconsistent with the TOS or contain any restrictions not contained in the Space Tech releases located at the Space Tech Legal Centre.
- c. You agree that Space Tech may furnish copies of releases to customers, as necessary, in order to respond to any potential or actual legal action, to comply with applicable laws, regulations, and/or union reporting requirements, or any other reason Space Tech deems reasonable in its sole discretion.
- d. You agree that all Content submitted by you for "Editorial Use Only" shall faithfully depict the subject and be accompanied by accurate titles and keywords. You also understand and agree that certain "Editorial Use Only" Content may require an attestation of authority from a third party granting Contributor's right to record such Content (a "Credential"). You will provide Space Tech evidence of such Credentials upon request.
- e. You agree that Space Tech may permit Content designated "Editorial Use Only" to be used in a non-Editorial manner at Space Tech's sole discretion (e.g., Space Tech may permit a customer to use Content designated "Editorial Use Only" for commercial purposes where the customer obtains the necessary rights and clearances for such use).

Space Tech may license Editorial Use Only content for commercial purposes in its discretion.

5. Content

- . Space Tech has the right to refuse to accept or to remove Content from the Space Tech Websites for any reason. Space Tech will remove Content if Space Tech believes that such Content may (in Space Tech's sole discretion) subject Space Tech or any of its officers, managers, directors or employees to legal action or if the Content violates the TOS. Notwithstanding the foregoing and subject to Space Tech's discretion, Content removed by you or opted out by you for any reason may be available for license to those customers that previously downloaded "comp" versions of the removed Content.
- a. Space Tech shall use reasonable efforts to cause Content removed from or opted out from Space Tech Websites to be removed from the websites of any Space Tech affiliates or partners (including co-branded websites) within ninety (90) days of the removal of the subject Content from the Space Tech Websites.
- b. Licenses issued by Space Tech for any Content that is later removed from the Space Tech Websites will remain in full force and effect.

If your content is removed from Space Tech, existing licenses for previously downloaded content will remain in effect.

- c. Space Tech may advertise and/or market your Content on social media platforms including Facebook, Instagram, Tumblr, Twitter, and comparable sites and the applications related thereto.

Your content may be marketed on social media platforms.

6. Usage Restrictions

- . Space Tech will not license Content for use about matter that is pornographic, defamatory or deceptive, or in a manner that could be considered libellous, obscene, or illegal in nature.

We will not license your content in a way that is pornographic, defamatory, deceptive, or in a way that is considered libellous, obscene, or illegal.

7. Content Submission Guidelines

- You agree to follow [Space Tech's Contributor Guidelines](#), which are deemed incorporated herein and made a part hereof by this reference. The submission of Content that does not adhere to [Space Tech's Contributor Guidelines](#) may result in the termination of your Space Tech account.

Please follow [Space Tech's Contributor Guidelines](#) when submitting content to Space Tech.

8. Compensation

- Space Tech shall pay you a royalty for each image, video or object sold for which Space Tech receives payment. The current royalty rates are set forth on the [Earnings Schedule](#), which schedule is incorporated herein by reference. If a customer downloads the same item of Content more than once, you will be paid once only. Please note that there may be a reporting delay for customer downloads reflected in your Space Tech contributor account.

We will pay you a royalty for each sell of content for which Space Tech receives payment.

- a. Royalty payments and accompanying statements will be issued monthly, on or about the 15th day of each month, for the previous month's downloads. Payments are automatic and do not need to be requested.

The current royalty rates can be found in the [Earnings Schedule](#).

- b. There is a minimum pay-out rate per accounting period of: i) Thirty-Five US Dollars (USD 35.00) for electronic payments; and ii) Five Hundred US Dollars (USD 500.00) for payment by check (the "Pay-out Minimums"). If during an accounting period, you haven't reached the Pay-out Minimums, your compensation will be rolled over into the next accounting period. If you cancel your account prior to accrued earnings in your royalty account reaching the applicable Pay-out Minimum, you thereby forfeit such royalties.
- c. If your account is terminated for a breach of the material terms of the TOS, in addition to its other rights at law or in equity, Space Tech shall have the right to retain any royalties and/or other compensation otherwise payable to you hereunder as liquidated damages.
- d. You may not use the Space Tech service as a means of transferring your Content to a single customer or to a small number of customers nor may you download your own Content. Such activity constitutes a material breach of the TOS. If you engage in such activity, Space Tech may avail itself of all rights it has hereunder, including but not limited to terminating your account and/or retaining any accrued but unpaid royalties.
- e. Space Tech may recoup royalties paid to you about refunds issued by Space Tech by deducting applicable royalties credited to your account. Credit card chargebacks will be treated in the same manner as refunded subscriptions. Space Tech does not deduct the amount credited to your account for refunds and chargebacks about any license, but it reserves the right to change this policy at any time. Such change shall not constitute a material modification to the TOS. Space Tech shall notify you of any such change with an announcement on your login page.
- f. If Space Tech makes an overpayment of royalties or other compensation to you for any reason, Space Tech shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.
- g. If you receive your payments through an online payment processing service (e.g., PayPal) you may not share your online payment processing service account with another Space Tech contributor. Space Tech's

obligation to make payment to you hereunder shall be fulfilled by making payment to the online payment processing service designated by you.

Please do not use your account to download your own content, or to transfer content to customers. Also, you may not share your payment processing account (e.g., PayPal) with another Space Tech contributor.

9. Taxes

- . You are the sole responsible to pay the tax in your country of residence. Space Tech doesn't have any responsibility on it.

10. Space Tech Trademarks

- . For the purposes of the TOS, the term, "Trademark(s)" means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Space Tech.
 - a. Nothing contained herein grants or shall be construed to grant you any rights to use any Space Tech Trademarks.
 - b. You agree that you will not use Space Tech's Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Space Tech. Nor will you contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of Space Tech Trademarks or the Trademark rights claimed by Space Tech.
 - c. You agree that you will not use any Space Tech Trademarks or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, as part of a blog name or social media handle or channel, or as a metatag, keyword, or any other type of programming code or data.
 - d. You may not at any time, adopt or use, without Space Tech's prior written consent any word or mark which is like or likely to be confused with Space Tech's Trademarks.
 - e. The look and feel of the Space Tech Websites, including all page headers, custom graphics, button icons, and scripts, is the trade dress and/or trademark or service mark of Space Tech and may not be copied, imitated or used, in whole or in part, without the prior written consent of Space Tech.

You may not use Space Tech's trademarks in any form without permission.

- f. You may not frame or hotlink to the Space Tech Websites or to any item of Content other than your own without the prior written consent of Space Tech.

Please do not copy, frame, or hotlink to the Space Tech websites without permission.

- g. All rights in and to Space Tech's Trademarks not expressly granted to you hereunder are reserved by Space Tech.

11. Copyright Infringement Claims

- . You hereby grant Space Tech the right and authority to take such steps as Space Tech deems commercially reasonable to protect Space Tech's rights in the Content.
 - a. If you believe Content has been misused, you shall take no action without providing notice of such misuse to Space Tech and receiving Space Tech's prior written consent to such action.
 - b. While Space Tech takes commercially reasonable steps to ensure that the rights of its Contributors are not violated by customers or other parties, Space Tech has no obligation to pursue legal action against any alleged infringer of any of your rights in and to any Content.

We respect your rights and may act to protect your content. If you suspect potential misuse of your content, please contact us with the details before taking any action directly.

12. Representations and Warranties

- You represent and warrant that:
 - a. you have the full right, power and authority to enter into this agreement and to fully perform all your obligations hereunder;
 - b. you are under no legal disability or contractual restriction that prevents you from entering into this agreement
 - c. you are at least 18 years of age;
 - d. the Content 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;
 - e. if the Content contains sound recordings, music and/or lyrics, you own or have acquired all rights to use such sound recordings, music and/or lyrics from the owner of the copyright in such sound recordings, music and/or lyrics.
 - f. if the Content consists in whole or in part of design elements, fonts, clipart, sprites, vectors, brush tools and the like that are included in design programs (e.g., Photoshop, Daz, Illustrator), the end user license agreement, terms of service or the equivalent license held by you permits you to incorporate such elements in Content created by you, and to license such Content to Space Tech for the purposes set forth herein.
 - g. the Content is neither obscene nor defamatory, does not violate any applicable laws and/or regulations, and does not infringe the copyright or any other rights of any third party, including, without limitation, trademark rights and the rights of privacy and publicity.
 - h. you possess valid Credentials for each item of "Editorial Use Only" Content for which credentials may be required.
 - i. there is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Content or which might in any way impair the rights granted by you hereunder; and
 - j. you will not transmit unsolicited emails or engage in so-called "spamming" to publicize or promote your relationship with Space Tech or the sale of your Content - nor will you advertise or otherwise publicize your relationship with Space Tech, nor will you use Space Tech's Trademarks through the use of search engine advertising and/or marketing.

You acknowledge that such advertising and/or marketing might infringe on the intellectual property rights of Space Tech and/or third parties. In addition to its other rights and/or remedies under the TOS, Space Tech shall be under no obligation to pay you any referral fees or other compensation if you violate the terms of this subparagraph.

- Space Tech represents and warrants that:
 - k. it has the power and authority to enter into this agreement and to fully perform all of its obligations hereunder; and
 - l. upon making or learning of any claim that is inconsistent with any of the warranties or representations made by you, Space Tech may send you written notice of such claim, using the email address provided by you to Space Tech, specifying the details of the claim as then known to Space Tech.

Pending the determination of such claim, Space Tech may withhold from royalties and/or other compensation due to you hereunder, such sums as are reasonably related to the probable value of the

claim as determined by Space Tech. You will cooperate fully with Space Tech in the defence of any such claims. You may participate in the Défense of any claim through counsel of your selection at your own expense.

You agree that you are legally able to enter into this agreement, and that none of the content you submit will violate any laws or infringe any third party's rights.

2. Confidentiality

- o By submitting any Content to Space Tech, you acknowledge that you will acquire certain confidential and proprietary information, including but not limited to royalty rates, royalty payments and earnings data (collectively, "Confidential Information"). You agree to keep Confidential Information confidential and to not disclose Confidential Information to any third party other than representatives, agents, attorneys, accountants, auditors and advisors with a bona fide need to know, who shall first agree to keep the terms confidential.

Please do not disclose confidential information about your Space Tech account.

2. Indemnification

- k. You agree to indemnify and hold Space Tech, its subsidiaries, affiliates, directors, officers, and employees harmless from and against 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 TOS. You will only be liable for any incidental, consequential, or special damages in the case of third party claims.

If a claim arises due to your breach of your representations in this agreement, you agree to cover Space Tech for its loss. If a claim arises due to Space Tech's breach of its representations in this agreement, Space Tech agrees to cover you for your loss.

The party seeking indemnification agrees to notify the other party as soon as possible.

- l. Space Tech shall indemnify and hold you harmless from and against all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any breach or claimed breach of any of Space Tech's representations or warranties or any of Space Tech's obligations pursuant to the TOS. Space Tech will only be liable for incidental, consequential, or special damages in the case of third party claims.
- m. If Space Tech is the indemnifying party, it shall defend such claims, control litigation, and settle claims in its sole discretion. If a settlement creates a financial obligation for you, it shall require your written consent, which you will not unreasonably withhold or delay. If you are the indemnifying party, Space Tech shall have the right but not the obligation to assume control of any litigation.

When indemnification is sought due to a legal claim by a third party, the indemnified party shall:

- i. promptly notify the indemnifying party of the claim. If the indemnified party does not notify the indemnifying party, the indemnifying party must still meet its indemnification obligations under the TOS, unless the failure to notify causes material prejudice to the indemnifying party; and
- ii. give the indemnifying party the opportunity to defend the claim with counsel reasonably acceptable to the indemnified party. Counsel that is acceptable to indemnifying party's errors and

omissions insurance carrier shall be deemed to be acceptable to indemnified party. The indemnified party agrees to cooperate with the indemnifying party in the defence of any claim, at the indemnified party's expense. If for any reason the indemnifying party does not elect to or fails to defend a claim, the indemnified party may do so at the indemnifying party's sole expense

2. Miscellaneous

- k. The relationship of the parties is that of independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties.
- l. The TOS contains the entire understanding of the parties with respect to the subject matter covered herein and supersede any prior agreements with respect to such subject matter.
- m. The validity, interpretation and enforcement of the TOS, matters arising out of or related to the TOS or its making, performance or breach, and related matters shall be governed by the internal laws of the State of New York (without reference to choose of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of the TOS, matters arising out of or related to this TOS or its making, performance or breach, or related matters shall be brought exclusively in the courts of the State of New York in the County of New York or of the United States of America for the Southern District of New York, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.
- n. If any individual term of the TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the TOS, so that the TOS shall otherwise remain in full force and effect. The TOS shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.
- o. Space Tech will not be liable for any damages, including actual, indirect, special, or consequential damages arising from the submission or use of your Content or the termination of your Contributor Account.
- p. Please note that Space Tech reserves the right to modify these terms at any time by an announcement on your login page. You agree to be bound by all such changes. If you do not agree with any of the changes, please remove from Space Tech, pursuant to the terms herein, all or that portion of your Content to which you do not wish the changes to apply.
- q. In the event that you breach any of the terms of this or any other agreement with Space Tech, Space Tech shall have the right to terminate your account without further notice, in addition to Space Tech's other rights at law and/or equity.
- r. It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.

If these terms change, we will notify you. This agreement will be governed by New York law.

- o By submitting any content to Space Tech and/or by participating in the forums, you agree to be bound by this TOS, and Space Tech's [Website Terms of Use](#) and Space Tech's [Privacy Statement](#), both of which are deemed incorporated herein by this reference.
- o Effective as of Thursday, November 1 2017.