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1. SITE USAGE

- 1.1 By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Site.
- 1.2 In order to use the Site, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you provide to us will always be accurate, correct and up to date. You shall only be allowed to provide your own personal information and not the information of others.
- 1.3 You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 1.4 You must not transmit any worms or viruses or any code of a destructive nature.
- 1.5 A breach or violation of any of the Terms and Conditions will result in an immediate termination of your Services.

2. INTELLECTUAL PROPERTY

- 2.1 Subject to your compliance with these Terms and Conditions, any applicable license agreement with Sowarstock, and the law, you may access and use the Site. Sowarstock remains the sole owner of all right, title, and interest in the Site and reserves all rights not expressly granted under these Terms and Conditions. Sowarstock may modify, replace, or discontinue the Site or any part thereof at any time, for any reason, with or without notice, in Sowarstock's sole discretion. Sowarstock provides the Site on an "as is" and "as available" basis.
- 2.2 All content on this Site, including but not limited to Images, Footage, and related metadata (collectively the "Sowarstock Content"), as well as the selection and arrangement of the Sowarstock Content, are protected by copyright, trademark, patent, trade secret and other intellectual property laws and treaties. Any unauthorized use of any Sowarstock Content violates such laws and this Terms and Conditions. Except as expressly provided herein or in a separate license agreement between you and Sowarstock, Sowarstock does not grant any express or implied permission to use the Site or any Sowarstock Content. You agree not to copy, republish, frame, link to, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Site or any Sowarstock Content. In addition, you agree not to use any data mining,

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- 2.4 You may not remove any watermarks or copyright notices contained in the Sowarstock Content.

3. SOWARSTOCK TRADEMARKS

- 3.1 For the purposes of these Terms and Conditions, 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 Sowarstock.
- 3.2 Nothing contained herein grants or shall be construed to grant you any rights to use any Sowarstock Trademark, unless expressly conferred by these Terms and Conditions.
- 3.3 You agree that you will not use Sowarstock's Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Sowarstock.
- 3.4 You agree that you will not 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 Sowarstock Trademarks or the Trademark rights claimed by Sowarstock.
- 3.5 You agree that you will not use any Sowarstock Trademark or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, or as a metatag, keyword, or any other type of programming code or data.
- 3.6 You may not at any time, adopt or use, without Sowarstock's prior written consent any word or mark which is similar to or likely to be confused with Sowarstock's Trademarks.
- 3.7 The look and feel of the Sowarstock Site, including all page headers, custom graphics, button icons, and scripts, is the trade dress and/or trademark or service mark of Sowarstock and may not be copied, imitated or used, in whole or in part, without the prior written consent of Sowarstock.
- 3.8 All other trademarks, product names, and company names or logos used or appearing on the Sowarstock Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Sowarstock, unless expressly so stated.

- 3.9 You may not use a Sowarstock trademark, logo, Image or other proprietary graphic of Sowarstock to link to the Sowarstock Site without the prior written consent of Sowarstock.
- 3.10 You may not frame or hotlink to the Sowarstock Site or any Image without the prior written consent of Sowarstock.

4. INFORMATION YOU PROVIDE

- 4.1 Sowarstock (or third parties acting on its behalf) may collect information related to your use of the Site. Third-party platforms through which you access the Site may collect information related to your use of such third-party platform and make such information available to Sowarstock subject to your agreement with the applicable third-party platform. Sowarstock's collection and use of all such information shall at all times conform to this Terms and Conditions, the Sowarstock Privacy Policy, and applicable law.
- 4.2 Sowarstock will use and protect your personal information, such as your name and address, in accordance with the Sowarstock Privacy Statement, the contents of which are incorporated by reference into these Terms and Conditions.

5. YOUR CONTENT

- 5.1 6.1. For any image, footage, text, audio, or any other content that you upload or post to the Site ("Your Content"), you represent and warrant that: (i) you have all necessary rights to submit Your Content to the Site and grant the licenses set forth herein; (ii) Sowarstock will not need to obtain licenses from any third party or pay royalties to any third party with respect to Your Content; (iii) Your Content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) Your Content complies with these Terms and Conditions and all applicable laws.
- 5.2 By uploading Your Content, you grant Sowarstock a limited, worldwide, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from Your Content for the purpose of allowing you to edit and display Your Content using the Site and archiving or preserving Your Content for disputes, legal proceedings, or investigations. The above licenses will continue unless and until you remove Your Content from the Site, in which case the licenses will terminate within a notice period specified in our Contributors Agreement. Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely.

- 5.3 You may not upload, post, or transmit any video, image, text, audio recording, or other content that: Infringes any third party's copyrights or other intellectual property rights or any right of publicity or privacy; Contains any pornographic, defamatory, or otherwise unlawful or immoral content; Exploits minors; Depicts unlawful or violent acts; Depicts animal cruelty or violence towards animals; Promotes fraudulent schemes or gives rise to a claim of deceptive advertising or unfair competition; or Violates any law, statute, or regulation.
- 5.4 You may not use any Sowarstock Content for any purpose without first obtaining a license to use such Sowarstock Content. Any use of Sowarstock Content by you shall be governed by the applicable license agreement separately entered into between you and Sowarstock. Displaying and/or distributing to the public any watermarked or unlicensed Sowarstock Content (whether incorporated into a derivative work or alone) constitutes copyright infringement.

6. INFRINGEMENT CLAIMS

- 6.1 If you believe that any Content made available by Sowarstock infringes upon any copyright that you own or control, you may notify Sowarstock in the manner set here in our Copyright Infringement Notice Policy.
- 6.2 You may request removal of that Content by submitting written notice to support@sowarstock.com. The written notice must include the following:
- 6.2.1 Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple Content on the Site, a representative list of such Content.
 - 6.2.2 Identification of the Content you believe to be infringing in a sufficiently precise manner.
 - 6.2.3 Your contact information (including your name, address, telephone number and e-mail address).
 - 6.2.4 Your physical or electronic signature.
 - 6.2.5 A statement that you have a good faith belief that use of the copyrighted content is not authorized by the copyright owner, its agent or the law.
 - 6.2.6 A statement that the information in the written notice is accurate.
 - 6.2.7 A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 6.2, your notice may not be effective.

- 6.3 Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees).

7. RESTRICTIONS AND TERMINATION OF USE

- 7.1 You may not engage in any conduct that shall constitute a violation of any law or that infringes the rights of Sowarstock or any third party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another.
- 7.2 You may not violate any applicable laws or regulations related to the access to or use of the Site, or engage in any activity prohibited by these Terms and Conditions.
- 7.3 Sowarstock may block, restrict, disable, suspend or terminate your access to all or part of the Site and/or Sowarstock Content at any time in Sowarstock's discretion, without prior notice or liability to you. Any conduct by you that, in Sowarstock's sole discretion, restricts or inhibits any other person or entity from using or enjoying the Site is strictly prohibited and may result in the termination of your access to the Site without further notice.

8. LINKS TO THIRD PARTIES SITES

- 8.1 In the event that the Site is available through any third-party platform, or if Sowarstock provides links from the Site to any third-party platform or permits any third party to link from its platform to the Site, you understand and agree that Sowarstock makes no warranty of any kind, express or implied, and accepts no responsibility for any content or practices of such third parties or their platforms. Such platforms are not under the control of Sowarstock, and Sowarstock provides and/or permits these links only as a convenience to you. The inclusion of any link does not imply affiliation, endorsement, or adoption by Sowarstock.

9. WARRANTIES AND DISCLAIMERS

- 9.1 Your use of the Site is at your own risk. The Site is provided by Sowarstock under these Terms and Conditions "as is" without warranty of any kind, either express, implied, statutory or otherwise. Sowarstock expressly disclaims any and all warranties of any kind, whether express or implied, to each and any service available from the Site, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Sowarstock makes no warranty

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10. INDEMNIFICATION

- 10.1 You agree to defend, indemnify and hold harmless Sowarstock, its subsidiaries, affiliates, licensors, employees, agents, third party information providers, Submitters and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your conduct, your use or inability to use Site, your breach or alleged breach of the Site Terms and Conditions or of any representation or warranty contained herein, your unauthorized use of the Sowarstock Content, or your violation of any rights of another.

11. MISCELLANEOUS

- 11.1 In the event of any conflict between these Terms and Conditions and any license agreement you enter with Sowarstock, the terms of such license agreement shall dominate.
- 11.2 These Terms and Conditions shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- 11.3 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of

arbitration shall be the state and country of Wyoming, unless otherwise mutually agreed. The language of the arbitration shall be English. There shall be one arbitrator. Each party shall bear its own costs in the arbitration. Sowarstock shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Sowarstock, such action is necessary or desirable.

- 11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Wyoming, United States of America, or in another suitable jurisdiction mutually agreed between the parties.
- 11.5 Entire Agreement. No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Sowarstock and accepted by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.
- 11.6 Notices. All notices required to be sent to Sowarstock under this agreement should be sent via email to support@sowarstock.com. All notices to you will be sent via email to the email set out in your account.

Effective Dec 7th, 2017

NOTE: If your requirements of use can not be satisfied by the terms of this agreement, or if you have any other comments or questions, please contact us on support@sowarstock.com.

