

## **Site**

HomeDescription:Keywords:Cycling of images and messages. Featured photographer.Photographer signup.Rider signup.

Home

License Info

Rights-managed (RM)

Editorial (RM)

"Compimg" & Preview Use

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**Shrelp! Privacy Policy**

Revised July 20, 2009

Collection of Personal Data

**Shrelp is Authentic stock skateboarding photography**

Art Buyers

Photographers

# **Site**

## **Home**

Description:

Keywords:

Cycling of images and messages.

Featured photographer.	Photographer signup.	Rider signup.
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## License Info

<http://localhost:3000/license-info>

### Private Sale (PS)

Rights Managed products are licensed by an agreement between the copyright holder (photographer) and the art buyer. The photographer is responsible for providing and maintaining licensing contract with the art buyer. Shrelp warrants no responsibility for licensing agreement of PS. Shrelp is a third party mediator for the final transaction.

### Approved Sale (AS)

#### Rights-managed (RM)

Rights-managed products are licensed with restrictions on usage, including but not limited to limitations on size, placement, duration of use and geographic distribution. You will be asked to submit information concerning your intended use of the product, which will determine the scope of usage rights granted. Our price calculator or one of our sales representatives can help you determine the price. Exclusive rights are available for purchase for some rights-managed products. All licenses of rights-managed products are subject to [Shrelp Editorial, and Rights-Managed Image and Footage License Agreement](#).

#### "Comping" & Preview Use

Getty Images permits certain electronic files of its products to be used free of charge (or in some cases for a minimal fee) for a limited duration, if they are used only for personal, noncommercial use and solely for test or sample purposes. These rights are governed by the [Comping File and Footage Preview License Agreement](#). Comping files may be used to take a closer look at a particular image or to create materials for proofing presentations to clients. Comping files are not licensed for use in final projects, whether for internal or external use.

### Stock (ST)

#### Rights-managed (RM)

Rights-managed products are licensed with restrictions on usage, including but not limited to limitations on size, placement, duration of use and geographic distribution. You will be asked to

<p>submit information concerning your intended use of the product, which will determine the scope of usage rights granted. Our price calculator or one of our sales representatives can help you determine the price. Exclusive rights are available for purchase for some rights-managed products. All licenses of rights-managed products are subject to <a href="#">Shrelp Editorial and Rights-Managed Image and Footage License Agreement</a>.</p> <p><b>Editorial (RM)</b></p> <p>Products in our editorial collections are licensed with restrictions on usage, including but not limited to limitations on size, placement, duration of use and geographic distribution. Editorial products must be used in an "editorial" or "educational" manner, which means use relating to events that are newsworthy or of public interest or for "educational" and non-commercial purposes. If you wish to use an image or film from our editorial collections for a non-editorial use, you must contact a sales representative to assist you. All licenses of editorial products are subject to <a href="#">Shrelp Editorial and Rights-Managed Image and Footage License Agreement</a>.</p> <p><b>"Comping" &amp; Preview Use</b></p> <p>Getty Images permits certain electronic files of its products to be used free of charge (or in some cases for a minimal fee) for a limited duration, if they are used only for personal, noncommercial use and solely for test or sample purposes. These rights are governed by the <a href="#">Comping File and Footage Preview License Agreement</a>. Comping files may be used to take a closer look at a particular image or to create materials for proofing presentations to clients. Comping files are not licensed for use in final projects, whether for internal or external use.</p>	
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## Photographer Pages

### Photographer Sign Up

Description:

Keywords:

<p><b>FORM</b></p> <p>Login</p> <ul style="list-style-type: none"> <li>* Login*</li> <li>* Email*</li> <li>* Password*</li> <li>* Confirm Password*</li> </ul> <p>Personal Profile</p> <ul style="list-style-type: none"> <li>* First name*</li> <li>* Last name*</li> <li>* Job title</li> <li>* Company name*</li> </ul>	<p><b>Upload your images and earn royalties.</b></p> <ul style="list-style-type: none"> <li>● Model release from the rider is as easy as 1-2-click!</li> <li>● Automatic payments sent every quarter</li> <li>● Keep track of images sold and images browsed</li> <li>● Backup your library on our website (you decide what goes into the Shrelp! stock library or not from your online gallery)</li> </ul>
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<ul style="list-style-type: none"> <li>* Phone*</li> <li>* Fax</li> <li>* Company type</li> </ul> <p>Contact Information</p> <ul style="list-style-type: none"> <li>* Address*</li> <li>* City*</li> <li>* State*</li> <li>* Postal Code*</li> </ul> <p>Billing Information My contact information is the same as my billing address</p> <ul style="list-style-type: none"> <li>* Address*</li> <li>* City*</li> <li>* State*</li> <li>* Postal Code*</li> </ul> <p>Legal</p> <p>I have read and agree to the Shrelp Terms of Service, and Photographer Contract, and Shrelp Privacy Policy, and to receive important communications from Shrelp! electronically.</p> <p>Do you agree?</p> <p>Submit</p>	<ul style="list-style-type: none"> <li>• We handle the entire licensing process including finding a fair market value price of your image for every license requested.</li> <li>• Profit from unused photos. <ul style="list-style-type: none"> <li>• Reach more publications with less effort.</li> <li>• In an effort to secure your images Shrelp! is only available in countries that respect copyright laws.</li> </ul> </li> </ul> <p><b>Contact</b></p> <p>Have a question? Give me Ozzie a ring, I'd be happy to answer any questions. 555-555-5555</p> <p><b>Photographer FAQs</b></p> <p>Application Process Image Specifications Keywords and MetaData Model &amp; Property Release Quality &amp; Content Royalties &amp; Payments Withholding Taxes</p>
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## Dashboard

<http://localhost:3000/dashboard>

<p>Getting Started</p> <ol style="list-style-type: none"> <li>1. Upload Images</li> <li>2. Invite riders to sign up or collect model releases. <ul style="list-style-type: none"> <li>• Invite via Facebook.</li> <li>• Invite via email here.</li> <li>• Or download model releases. Print, sign, and email to releases@shrelp.com</li> </ul> </li> <li>3. Might have to remove a logos to enable Advertising sales.</li> <li>4. Thats it! Sit back and tell your friends about Shrelp!</li> </ol>	<p><b>Main Links</b></p> <p>Pending Invitations(10) Models in your Network ( These riders are signed up with Shrelp )</p>
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<p><b>Action Needed</b></p> <p>List all images that require edits.</p> <p><b>Earning Overview</b></p>	
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<ul style="list-style-type: none"> <li>• Total Paid</li> <li>• Pending Payment</li> <li>• Current Earnings</li> </ul> <p><b>Contracts</b></p> <p>As an alternative to the online model release a printed version is also offered. Email a copy of the signed release to <a href="mailto:contracts@shrelp.com">contracts@shrelp.com</a>.</p> <ul style="list-style-type: none"> <li>• Model Release</li> <li>• Model Release for a Minor</li> <li>• Property Release</li> </ul>	
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## Upload Image

<http://localhost:3000/i/new>

Description:

Keywords:

<p>Photographer's requirements for public stock submissions.</p> <ol style="list-style-type: none"> <li>1. Files must be flattened with no additional layers between 48-54 Megabytes</li> <li>2. 8 bit color</li> <li>3. Retouch out all dust spots. Watch for dust in blue skies and other solid colors throughout photo</li> <li>4. Retouch out any logos for stock submissions. Logos are acceptable for editorial submissions but are limited in saleability.</li> <li>5. Images must be 300 dpi</li> <li>6. No color shifts. Neutralize colors unless it is specific affect. <ul style="list-style-type: none"> <li>◦ No clipped channels or colors including luminosity.</li> </ul> </li> <li>7. Contrast should be normal for standard reproduction.</li> </ol>	
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8. Set color space to Adobe RGB 1998 <ul style="list-style-type: none"> <li>○ Make sure to embed color profile in image</li> </ul> 9. When saving as a tiff follow these settings <ul style="list-style-type: none"> <li>○ No image compression</li> <li>○ pixel order: interleaved (RGBRGB)</li> <li>○ Byte Order: IBM PC</li> <li>○ No save as image pyramid</li> </ul>	
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### **New Rider Invitation Page (displays after image saves)**

[http://localhost:3000/users/46/invitations/edit\\_multiple?i=68&ids=sh8/XKOmYZtwo](http://localhost:3000/users/46/invitations/edit_multiple?i=68&ids=sh8/XKOmYZtwo)

Description:

Keywords:

Your photos will not be available for sale until the rider has signed a model release.	Thank you for your upload. We will review your image and give you a response within 24-48 hours. Afterwards the <a href="#">rider</a> will receive an email within 24 hours of approval.
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### **List All Invitations**

<http://localhost:3000/users/46/invitations>

\* This page list every invitation in the system.

Description:

Keywords:

Images can only be sold if the rider is a member so if you can fill in any email address or phone numbers please do so.	
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## **Registration**

## **Legal**

**Email**

## Account Confirmation Email (photographer)

<b>Subject:</b> [Shrelp!] Please activate your account.	<b>Message:</b> Dear Jonathan! Thank you for signing up for Shrelp! You're minutes away from uploading and selling your photos.  Before we send your <jspooner> login information, we'll need you to activate your subscription. This is just to make sure it was really you who made the request.  Click here to activate, or enter the following URL into a browser: <a href="https://shrelp.com/activate/d2ca6e2bfeb1d1bd10aff5f61c0d40fd488847ac">https://shrelp.com/activate/d2ca6e2bfeb1d1bd10aff5f61c0d40fd488847ac</a>  Then, check your inbox for login information and tips on getting started.  Thank you, and enjoy using Shrelp!  Sincerely, The Shrelp! Team
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## Account Confirmation Email Consumer

<b>Subject:</b> [Shrelp!] Please activate your account.	<b>Message:</b> Dear Jonathan! Thank you for signing up for Shrelp! You're 2 minutes away from browsing the best skateboard stock photos on the net.  Before we send your <jspooner> login information, we'll need you to activate your subscription. This is just to make sure it was really you who made the request.  Click here to activate, or enter the following URL into a browser: <a href="https://shrelp.com/activate/">https://shrelp.com/activate/</a>
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	<p>d2ca6e2bfeb1d1bd10aff5f61c0d40fd488847a c</p> <p>Then, check your inbox for login information and tips on getting started.</p> <p>Thank you, and enjoy using Shrelp!</p> <p>Sincerely, The Shrelp! Team</p>
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## Account Confirmation Email Rider

<p><b>Subject:</b> [Shrelp!] Please activate your account.</p>	<p><b>Message:</b> Dear Jonathan! Thank you for signing up for Shrelp! You're 2 minutes away from completing registration for Shrelp!</p> <p>Before we send your jsponner login information, we'll need you to activate your subscription. This is just to make sure it was really you who made the request.</p> <p>Click here to activate, or enter the following URL into a browser:  <a href="https://shrelp.com/activate/d2ca6e2bfeb1d1bd10aff5f61c0d40fd488847ac">https://shrelp.com/activate/d2ca6e2bfeb1d1bd10aff5f61c0d40fd488847a c</a></p> <p>Then, check your inbox for login information and tips on getting started.</p> <p>Thank you, and enjoy using Shrelp!</p> <p>Sincerely, The Shrelp! Team</p>
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## Welcome Email Photographer

<p><b>Subject:</b> [Shrelp!] Your account has been activated!</p>	<p>Hello Jonathan,</p> <p>Your new Shrelp! account,&lt;username&gt; , is now ready!</p> <p>Here's how to get started:</p>
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	<ol style="list-style-type: none"> <li>1. Dust off those old hard drives and start uploading <a href="#">here</a>.</li> <li>2. Add metadata to the photos to improve their visibility.</li> <li>3. Don't forget about the riders name and email address.</li> </ol> <p>Need a helping hand?</p> <ul style="list-style-type: none"> <li>• Reach out to us—and to fellow Shrelp! users—on our support forum. We'll share tips and tricks, answer all your questions, and announce product updates.</li> <li>• Take a tour of Shrelp! features.</li> </ul> <p>Thank you, and enjoy using Shrelp!</p> <p>Sincerely, The Shrelp! Team</p>
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## Welcome Email Consumer

<p><b>Subject:</b> [Shrelp!] Your account has been activated!</p>	<p>Hello Jonathan,</p> <p>Your new Shrelp! account,&lt;username&gt; , is now ready!</p> <p>Here's how to get started:</p> <ol style="list-style-type: none"> <li>1. Start browsing images <a href="#">here</a>.</li> </ol> <p>Need a helping hand?</p> <ul style="list-style-type: none"> <li>• Reach out to us—and to fellow Shrelp! users—on our support forum. We'll share tips and tricks, answer all your questions, and announce product updates.</li> <li>• Take a tour of Shrelp! features.</li> </ul> <p>Thank you, and enjoy using Shrelp!</p> <p>Sincerely, The Shrelp! Team</p>
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## Welcome Email Rider

<b>Subject:</b> [Shrelp!] Your account has been activated!	<p>Hello Jonathan,</p> <p>Your new Shrelp! account,&lt;username&gt; , is now ready!</p> <p>Here's how to get started:</p> <ol style="list-style-type: none"><li>1. Start managing your photos <a href="#">here</a>.</li><li>2. Share Shrelp! with your other photographers <a href="#">here</a>.</li></ol> <p>Need a helping hand?</p> <ul style="list-style-type: none"><li>• Reach out to us—and to fellow Shrelp! users—on our support forum. We'll share tips and tricks, answer all your questions, and announce product updates.</li><li>• Take a tour of Shrelp! features.</li></ul> <p>Thank you, and enjoy using Shrelp!</p> <p>Sincerely, The Shrelp! Team</p>
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## Image Status Email

<b>Subject:</b> [Shrelp!] Image <title or id> was accepted <b>Message:</b>	
<b>Subject:</b> [Shrelp!] Image <title or id> needs modifications <b>Message:</b>	

## Rider Invitation Email

<b>Subject:</b> [Shrelp!] New images of your self. <b>Message:</b> www.shrelp/invitations/2  These images have been uploaded of you. #image 1 #image 2	<p>Hi <a href="#">rider</a>, <a href="#">photographer</a> added the following photograph of you to Shrelp. What is Shrelp you ask? Shrelp licenses photographs for advertisements. Then we</p>
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	<p>pay you for it seriously. All you have to do is sign up for an account at <a href="#">link</a> any photographs of you that get licensed for an advertisement, we will cut you a check. Signing up for Shrelp is easy and painless. Check us out at <a href="http://shrelp.com">http://shrelp.com</a> for more information.</p>
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## FAQ's

### **Q) Should I watermark my images first?**

A) Nope we automatically add the Shrelp! watermark so you don't have to.

### **Q) What is Shrelp**

A) Shrelp is a stock photography website that specializes in high quality skateboard stock photographs.

### **Q)What is stock photography**

A)A stock photograph is a photograph that has already been taken and exists. They are photographs that a buyer can use for advertising, editorial or educational purposes. It let's the buyer know exactly what they are getting in a photograph instead of paying for custom photographs and not knowing what the true final image will look like.

### **Q)How do I upload a photo?**

A) -Prepare your image for upload using [this action](#). Sign into your account at <http://shrelp.com>. Sign in link is along the upper right hand corner.

-Select Upload from the left hand column under Photographer Options.

-Browse for image on your hard drive from the browse button.

Fill out all fields pertaining to your photograph.

-Select Submit. Do not navigate away from this page until upload is complete.

-When file upload is finished input the riders email address. You can also include the rider's website if applicable.

-Photo upload complete

Q)What is my Finder on a mac?

A)The Finder is the default application program used on the Mac OS and Mac OS X operating systems that is responsible for the overall user-management of files, disks, network volumes and the launching of other applications.

Q)What is a Rider on Shrelp

A)A rider is the talent or subject in a photograph or video clip on Shrelp.

Q)What kind of files can I upload?

A)Currently Shrelp accepts only Tiff files with these specifications

Camera Megapixel	10 Megapixel or higher digital file (scanned film is also accepted)
Image Size	48-52 mb tiff
Layers	Flatten all layers
Bit Depth	8 bit color
Colorspace	Adobe RGB colorspace
DPI	300
Image compression	None
Pixel order	RGBRGB
Byte Order	IBM PC
Image Pyramid	No

Q)What makes a good stock image?

A)Images free of any logos, dust, or distractions. All images must be color corrected, have a "normal" contrast ratio for the

scene, and be free of banding, artifacts, digital noise, and for advertising images everyone depicted in the photograph must be registered with Shrelp and agree to Shrelp's model release. Often times a little extra space around the edge of the image for placing text is preferred.

Q)How do I get paid as a Photographer?

A)On your dashboard in your account you can view how much revenue your photographs have accumulated. At the end of each month if your Pending Payments is \$100 or more we will mail you a check for your earnings as of midnight of the last day of the the corresponding month. Checks will be mailed out within 10 days of the last day of the month. All checks will be mailed to the address on file. If you should need to change your mailing address you can do so from your dashboard home page. Checks will only be mailed to the current address on file. No address change requests will be accepted through email or by phone.

Q)How much do I get paid as a Photographer for my images being licensed?

A)As a Photographer you will be compensated 50% of the final sale price of an image license of your photograph. Prices will be negotiated between Shrelp and the art buyer.

Q)How do I get paid as a Rider?

A)On your dashboard in your account you can view how much revenue your photographs have accumulated. At the end of each month if your Pending Payments is \$100 or more we will mail you a check for your earnings as of midnight of the last day of the the corresponding month. Checks will be mailed out within 10 days of the last day of the month. All checks will be mailed to the address on file. If you should need to change your mailing address you can do so from your dashboard home page. Checks will only be mailed to the current address on file. No address change requests will be accepted through email or by phone.

Q)How much do I get paid as a Rider for my images being licensed?

A)As a Rider you will be compensated 10% of the final sale price of an image license of the photographs of you used for advertising purposes. Prices will be negotiated between Shrelp and the art buyer.

Q) Do I have to register with Shrelp to receive payment for my images from Shrelp as a Rider?

A) For Shrelp to pay you as a Rider we need you to register at <http://shrelp.com/rider-signup>

Q)Why do I need to know the Rider's email address?

A)Shrelp! will email the Rider a link to the signup page. After the Rider signs up with Shrelp! and your images are approved for sales we will put them live on the website.

Q) What is a Model Release?

A) A model release is a signed contract from a "model" that allows his/her image or likeness to be used. A model release is a legal release typically signed by the subject of a photograph granting permission to publish the photograph in one form or another.

Q)Do I need a model release for every photograph I submit?

A)No. Any rider that has an account with Shrelp does not need a model release. An active rider account licenses Shrelp to release an image to the buyer.

Q)What if I have a model release already signed for the Rider?

A)GREAT! We will need a digital copy of the model release. The file must be PDF or Jpeg format, 8.5"x11" and a resolution of at least 180 DPI. You can mail the model release to us at (address) or email it to [legal@shrelp.com](mailto:legal@shrelp.com). If model release is approved we will put your approved image live on the site.

Q)Where can I get a copy of an approved model release?

A)You can download a copy of an approved Adult Model Release, Minor Model Release or Property Release from your [photographer dashboard](#).

Q)I don't want anyone else to use the photograph for an advertisement while we are running an ad. How much does it cost for a buyout?

A)Shrelp only offers exclusive licenses images. As soon as your contract begins we remove the content from our website. It will remain hidden until 30 days after the expiration of your license. If you choose to renew your usage license you can do during that time.

Q)What happens if Shrelp's licensing rates have increased when I am ready to renew?

A)If our rates have increased from the time that you purchased a usage license to the time that you are ready to renew we will honor the previous pricing schedule of when you first licensed the content. Translation, it'll be the same price to renew as it was for your initial purchase.

Q)How do I sign up as a photographer?

A>Welcome to Shrelp! To start receiving payment for your skateboard stock photographs you need to [create an account](#). After filling out all of the information please read our Photographer's Contract and become familiar with our Privacy Policy and Terms and Conditions. Also the law requires us to report payments made over \$600 per year. For this reason we also need to have a W-9 on file. You can download the file directly through our website [here](#) or go to <http://irs.gov> for more information. Check the agree box and press submit. Check your email and confirm your email address. If you do not receive an email within 10 minutes check your junk email. Some spam blockers work overtime and throw everything into the junk mail box. After you go dumpster diving for the Shrelp! confirmation email and follow the link you are ready to start uploading.

Q)What are keywords and metadata and do I need to put it in all of my submissions?

A)Keywords are tags that identify a photograph. For example if you took photographs of mardi gras in 2007 you might put in the keywords; mardi, gras, louisiana, february, 2007, party,



celebration, event, beads. Don't worry if you are not sure what keywords would be appropriate. As long as you can give us the who, what where and maybe how we can take it from there. All of the keywords will be reviewed before an image goes live on the site so we may add or delete keywords to help our search engine find your photographs in our library. Keywords are stored in the Metadata of an image. Metadata is text either written into the header of an image or on a sidecar known as an xmp. You can read more information about an xmp at Adobe's website [here](#). If this is all way over your head no worries. All we need from you is to list basic information about the photograph in the "Tags" field when uploading a photograph. We will take care of the rest.

Q)Do you take out taxes from my compensation?

A)No we do not withhold any state or federal taxes from your payments. Both Riders and Photographers are independent contractors of Shrelp! and all laws pertaining to that fact apply to your position and account with Shrelp! In order to comply with Federal law we do not issue any payments without having a W-9 completed and signed on file with Shrelp! A W-9 can be downloaded at <http://irs.gov> or directly through this website [here](#).

Q)I just want to make prints for my own personal use. How can I download the files if I am not going to use them for commercial purposes?

A)All images and content on Shrelp.com is copyright protected. Personal use of a photograph in your own home still requires a usage license. For more information you can see our [copyright policy](#) or visit the copyright office at [www.copyright.gov](http://www.copyright.gov).

**Generic Register <http://shrelp.com/signup>**

Description:

Keywords:

### New User Registration

Registration is easy and only takes minutes.

1. Art Buyer - <http://shrelp.com/consumer-signup>
2. Photographer - <http://shrelp.com/photographer-signup>
3. Rider - <http://shrelp.com/rider-signup>

## Sign Up

Description:

Keywords:

### **Don't have an account?**

That's okay. Registration only takes a few moments, you can even connect your facebook account.

Consumers Register here.

Photographers Register here.

Riders Register here.

### Photographer Email

Put those old images to work.  
Shrelp! helps you archive and sell your unused photos.

It's the age old problem, 90% of the photos you take every year will never be published and will accumulate digital dust on a hard drive somewhere in the closet. Why should a perfectly good photo go to waste like that? It's time to give those photos a home and a chance to start pulling their own weight and adding to your monthly income.

Shrelp! is a photography broker that specializes in skateboarding. Shrelp! is owned and operated by skateboarders that know the uniqueness (and corporate) aspects of the skateboard industry. Shrelp! is a company designed around getting your photos out of storage and turning a profit for you.

	<p>We know that given the life of a skate photographer, you don't have a lot of spare time and you need to be able to leave at the drop of a dime when a trick is going down or a spot is poppin. At Shrelp! we make it as easy as possible to sell usage licenses to your photos and get the check in the mail to you. We do not sell royalty free licenses, nor do we allow your images to be used for sensitive subjects like abortion, sex, religion etc. Additionally we offer a payment program that splits part of the profits with the rider as well so you don't have to worry about negotiating with him/her about the usage of their likeness. It's already taken care of!</p> <p>Signup today at <a href="http://shrelp.com/photographer-signup">http://shrelp.com/photographer-signup</a></p>
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#### Rider Email

<ul style="list-style-type: none"> <li>• Improve your editorial coverage.</li> <li>• Make money from your images.</li> </ul>	<p>So you went out and busted your a\$\$ on a trick, the photographer got the photo but no one wants to publish it. Now what. Right now that photo is sitting on a hard drive somewhere collecting digital dust doing nothing for you. There are companies right now that want to publish that photo, they just don't know where to find you.</p> <p>Shrelp! gives these companies a place to browse through skateboard photos until they find that killer shot for their ad or layout. When they buy, you get paid. That's right, if a company uses a photo of you for their advertising, you and the photographer get a check. There is</p>
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	no signup fee or obligation in any way.
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#### Rider Landing Page

<ul style="list-style-type: none"> <li>• Make money from non-editorial sales.</li> <li>• Reach more publications faster with less effort.</li> </ul>	<p>What good is it for me to put my images onto Shrelp!?</p> <ul style="list-style-type: none"> <li>• You already did the trick but the mag or your sponsor didn't want it, so broaden your market</li> <li>• Get more editorial coverage in more magazines</li> <li>• Signup and collect the check, it's that easy.</li> <li>• Company is ran by and for skateboarders, big company red tape to deal with</li> </ul>
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#### About us

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#### Contact

<p>Send feedback to <a href="mailto:info@shrelp.com">info@shrelp.com</a> IRC:</p>
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## Contracts

Description:

Keywords:

### Buyer

License	<p>This license grants &lt;company&gt; use for photo &lt;image&gt; (<i>name also included with a thumbnail of the image</i>) as follows.</p> <p>&lt;duration&gt; Exclusive Rights usage by &lt;company&gt; to use the photographs referred to in this document, &lt;print run&gt; in &lt;version&gt; only, with an image size not to exceed &lt;size&gt;, &lt;placement&gt; only, used in &lt;print/web/...&gt; for &lt;location&gt;. Languages: &lt;language&gt; &lt;media&gt; rights granted. Any additional usage, including said revisions must be negotiated with the copyright owner.</p>
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	<p>This License may not be transferred to a third party without the written consent of the copyright holder.</p> <p>License expires on &lt;expiration&gt;. After which date &lt;company&gt; is no longer granted any rights to print, distribute, display or by any other means use the image(s). Prior to the license expiration date you will be given the opportunity to renew your license agreement for the same or less usage at a 10% discount of the current usage rates as of this agreement. This discount does not apply to any additional usages purchased at that time.</p>
Agreement	<p>PLEASE READ THIS CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND Shrelp! CORPORATION (“Shrelp!”). By using the Shrelp! web site (“Site”) and/or downloading any Content, you agree to be bound by and comply with this Site Usage Agreement (“Agreement”). If you do not wish to be bound by this Agreement, do not use this Site.</p> <p>This Agreement applies to you, and if you are using this Site on your employer’s behalf, to you and your employer. Shrelp! reserves the right to change this Agreement from time to time at its sole discretion, and your use of the Site will be subject to the most current version posted on the Site at the time of your use. If you are acting within the scope of your employment as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto.</p> <p>This Agreement is in addition to your obligations under the applicable Shrelp! Buyers Licensing Agreement (if any). In the event of any conflict between this Agreement and the Shrelp! Buyers Licensing Agreement, the Shrelp! Buyers Licensing Agreement will control as to the conflicting terms. If you are unsure of your rights or obligations under this Agreement, please contact Customer Service by e-mail at <a href="mailto:support@skateboardstock.com">support@skateboardstock.com</a>.</p> <p><b>Permitted Use of this Site</b></p> <p>This Site is owned and operated by Shrelp!. All images, audio, video and related informational materials in any medium furnished by Shrelp! hereunder, including related text, captions, or information (collectively referred to as “Content”), is owned by Shrelp! or our licensors and is protected by US and international copyright laws, trade dress, moral rights, and other intellectual property rights.</p>

	<p>Except as explicitly permitted under this Agreement or the applicable Shrelp! Buyers Licensing Agreement (if any), no portion or element of this Site or its Content may be copied or retransmitted via any means and all related rights shall remain the exclusive property of Shrelp!.</p> <p>FOR THE PROTECTION OF Shrelp! AND ITS IMAGE SOURCES, CONTENT MAY BE VISIBLY, INVISIBLY, OR ELECTRONICALLY WATERMARKED AND MAY INCLUDE THE USE OF DIGITAL RIGHTS MANAGEMENT SYSTEM TECHNOLOGY WITHIN CONTENT. SUCH TECHNOLOGY MAY PERMIT ONLINE CRAWLING OR TRACKING OF CONTENT OBTAINED FROM Shrelp! AND/OR OTHER METHODS OF PROTECTING, MONITORING, OR TRACKING THE UNAUTHORIZED USE OF THE CONTENT (“RIGHTS MANAGEMENT SYSTEMS (RMS)”). If you do not consent to Shrelp! use of RMS, do not use the Site or any Content found therein. You shall not knowingly disable any such technology or tool. You may not remove any copyright or other proprietary notices contained in the Content, caption information, or any other material on this Site. Additionally, unless authorized by Shrelp! in writing, you may not:</p> <ul style="list-style-type: none"><li>(i) deep link or employ software or any automatic device, technology or algorithm, to “crawl,” “scrape,” search or monitor the Site and/or retrieve or copy Content or related information;</li><li>(ii) violate the mechanical restrictions of the Site, or bypass other measures employed to prevent or limit access to the Site or Content by hacking or other means;</li><li>(iii) copy, redirect, or exploit the Site or any Content;</li><li>(iv) probe, scan, or test the vulnerability of the Site or of the network supporting the Site, or seek information on visitors to the Site or personal information of Shrelp! customers; or</li><li>(v) use any device, software or routine that would interfere with the proper functioning of the Site, or any transaction conducted via the Site.</li></ul> <p>Your use of this Site and any Content shall comply with all applicable law. Shrelp! reserves the right, in its sole discretion, to revoke your authorization to view, download and use the Content and information available on the Site at any time and for any reason, with or without notice to you of such revocation,</p>
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and you agree to immediately discontinue such use upon notice from Shrelp!. Shrelp! may also restrict or remove Content from the Site for any reason, and you agree to immediately discontinue all use of the Content upon notification from Shrelp!.

Despite our efforts to provide accurate information, this Site may contain technical or other mistakes, inaccuracies or typographical errors. Additionally, this Site and its Content may include historically and culturally important images and text that may contain subjects that reflect the social attitudes and circumstances of a particular time or location. You should be aware that your search may display results containing Content that may seem inappropriate to its context, or text that could be potentially offensive. You are solely responsible for determining whether your use of any Content requires the consent of any third party or the license of any additional rights, and you should not rely solely on the information provided by Shrelp!. If you are unsure whether additional third-party rights are needed for your use, you are responsible for consulting with competent rights management professionals or legal counsel.

#### Privacy

Shrelp!' Privacy Policy applies to use of this Site, and its terms and conditions are made part of this Agreement by reference. You understand that any message or information sent to the Site may be viewed or intercepted by third parties, even if there is a special notice that the information (e.g., financial information) is encrypted.

#### Registering For A Shrelp! Account

Registration with Shrelp! grants you certain privileges. For example, if you have registered for a Shrelp! account and Shrelp! has approved your registration, you may be able to access Content without a visible watermark. In applying for a Shrelp! account, you agree to furnish true and accurate information. Shrelp! reserves sole discretion over whether to grant you an account, and you agree to access the authorized sections of the Site and your account only by using the account number and password supplied to you by Shrelp!. You are responsible for maintaining the confidentiality of your account number and/or password, if applicable, and you shall not distribute this access information or allow others to use this access information to gain access to this Site. You agree to take reasonable steps to prevent others from obtaining your access information and to notify Shrelp! of any unauthorized access or need to update or remove access for any of your employees or agents. You shall be liable for payment for all Content

downloaded by others using your account, with or without your permission or knowledge prior to the time that you notify Shrelp! of any unauthorized use. Shrelp! cannot and will not be liable for any loss or damage arising from your failure to follow these obligations. You agree that you shall not acquire any rights of use, ownership, or bailment as a result of using any Shrelp! account or Site or related services.

#### Children

Minors and children (persons under the age of 18) are not eligible to use this Site unsupervised and we ask that minors and children do not register for an account or submit any personal information to us. By using this Site unsupervised, and/or registering for an account, you warrant that you are 18 years of age or older.

#### Limited License for Comp Usage

Conditioned on your compliance with this Agreement, Shrelp! grants you a limited license to download Content consisting of images solely for evaluating whether you wish to purchase a license to the image according to Shrelp! Buyers Licensing Agreement applicable to your use ("Comps"). If you are not a registered user, your Comp license covers only visibly watermarked Content, and does not entitle you to download Content which does not contain a visible watermark. You may use Comps solely for your internal evaluation and for no longer than sixty (60) days from the date of download solely to determine whether you intend to obtain a non-Comp license for the Content. You may not use a Comp image in any final materials distributed within your company or any materials distributed outside of your company or to the public or in any online or other electronic distribution system. Except for this limited, internal testing and sample use, Shrelp! grants you no other rights, and you may not copy, distribute, publish, display, sublicense, make available, or otherwise use in any way the comp outside the scope of this Agreement. To access images without a visible watermark, you must register for a Shrelp! account.

Survival of Granted Licenses, Renewals. If Shrelp! or a Distributor has granted a license that extends past the termination date or expiry of this Agreement, Shrelp! and Distributors will have the right to renew the license on substantially the same terms provided that the renewal license is issued within ninety (90) days following the termination date and has notified Shrelp! in writing of the details or Distributors do not conflict with the license granted by the Contributor.

Shrelp! may immediately terminate any licenses



	<p>granted to you without notice if you fail to comply with any provision of this agreement or with the Shrelp! Buyers Licensing Agreement applicable to your use. If a license is terminated, you agree to immediately (i) stop using this Site and the Content and (ii) delete all Content and all copies from all magnetic media and destroy all other copies, or, at Shrelp!' request, return all such copies to Shrelp!.</p> <p><b>Shrelp! Trademarks</b> You may not use the trademarks or service marks of Shrelp! without Shrelp!' prior written consent. The Shrelp! logo, among others, are trademarks of the Shrelp! Corporation. Other product and company names mentioned on the Site may be trademarks of their respective owners.</p> <p><b>Indemnification</b> You agree to indemnify and hold harmless Shrelp! and its Content sources, officers, directors, employees, contractors, subsidiaries, joint ventures, licensors and licensees against all claims (including, without limitation, claims by third parties), liability, damages (including punitive damages), judgments, settlements, costs and expenses, including reasonable legal fees and expenses, arising out of or related to (i) Your breach of any terms, conditions or restrictions of this Agreement, (ii) Your use or modification of any Content, or combination of any Content, with any text or other Content, (iii) Your failure to obtain from third parties all permissions necessary to use the Content,; and (iv) any act or failure to act by you or any of your employees, contractors, employers, agents, clients, principals, or users.</p> <p><b>Disclaimers and Limitation of Liability</b> Shrelp! PROVIDES YOU WITH THE SITE AND CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER Shrelp! NOR ANY Shrelp! SUBSIDIARY, SUCCESSOR, PREDECESSOR, PARENT, JOINT VENTURE, AFFILIATE, OFFICER, DIRECTOR, EMPLOYEE, CONTRACTOR, CONTENT SOURCE, LICENSOR OR LICENSEE SHALL BE LIABLE TO YOU OR ANY OTHER THIRD PARTY CLAIMING THROUGH YOU FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, CONTENT OR THIS WEB SITE, AND YOUR RIGHTS UNDER ANY PROVISION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE CONTENT OR THIS WEB SITE,</p>
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WHETHER FRAMED AS A BREACH OF WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, IN TORT, CONTRACT, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE. IN NO EVENT SHALL Shrelp! OR ITS AFFILIATES' LIABILITY ARISING OUT OF YOUR USE OF THIS SITE OR INABILITY TO ACCESS THIS SITE OR ANY OF THE CONTENT EXCEED \$500. THE FOREGOING EXCLUSIONS AND LIMITATIONS ON REMEDIES AND DAMAGES ARE APPLICABLE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

#### Third Party Links

As a convenience, our Site may link to other sites that may be of interest to you but are not under Shrelp!' control. These links do not imply endorsement by Shrelp! and we are not responsible for the availability of or the Content contained in any linked site.

#### Notification of Copyright Infringement

Shrelp! may terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site, send Shrelp!' copyright agent a notice containing: (i) a physical or electronic signature of the copyright owner or person authorized to act on behalf of the copyright owner; (ii) a description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) information sufficient to permit Shrelp! to contact you, such as your physical address, telephone number, and email address; (v) a statement that you have a good faith belief that the use of the material you identified is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Shrelp!' copyright agent for notice of claims of copyright infringement can be reached as follows:

#### **By Telephone: (Phone)**

Choice of Law / Jurisdiction / Attorneys' Fees  
Any dispute regarding this Agreement shall be governed by the laws of the State of California and applicable U.S. Federal law, including Title 17 of the U.S. Code, as amended. The parties agree to accept the exclusive jurisdiction of the state and federal courts located in California, USA, regardless of conflicts

	<p>of laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. The parties hereto confirm that it is their wish that this Agreement, as well as any other documents relating hereto, including notices, has been and shall be written in the English language. In any dispute between Shrelp! and you, Shrelp! shall be entitled to recover its reasonable attorneys' fees, legal expert fees, and other legal expenses from you.</p> <p>Miscellaneous</p> <p>You acknowledge that you have read this Agreement and understand it, and agree to be bound by all its terms and conditions. This Agreement (along with Shrelp!' Privacy Policy and the Shrelp! Buyers Licensing Agreement, if applicable) constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. No action of Shrelp!, other than the express or written waiver or amendment, may be construed as a waiver or amendment of this Agreement. This Agreement shall not be modified except by a written agreement signed by duly authorized representatives of Shrelp!, provided that no purchase order or similar document issued by you shall modify this Agreement, even if signed by Shrelp!. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this Agreement as is possible. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns, except that you may not assign or transfer this Agreement without Shrelp!' prior written consent.</p>
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## Photographer Agreement

### 1. Section 1 Definitions

1. **accepted images: means images accepted for licensing and/or distribution under this agreement and any modifications or derivative works of those images.**
2. **claims: means any lawsuits, actions, demands, proceedings or other claims related to the accepted images, including, but not limited to,**

**claims relating to infringements or copyrights and other intellectual property rights, misuse, theft, damage, destruction and loss**

- 3. client: means any customer who licenses an accepted image from Shrelp!**
- 4. collection(s): means one or more of Shrelp!'s content collections now or hereafter created and made available for licensing or distribution by Shrelp! through one of the licensing models offered by Shrelp!, such as those now existing or such other licensing models that may be introduced or created in the future.**
- 5. confidential information: means one or more of Shrelp!' content collections now or hereafter created and made available for licensing or distribution by Shrelp! through one of the licensing models offered by Shrelp!, such as those now existing or such other licensing models that may be introduced or created in the future.**
- 6. contributor website: means the website maintained by Shrelp! to provide information and updates to its contributors or sub-contributors.**
- 7. costs: means all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable external attorney's fees**
- 8. derivative work: has the meaning provided under the U.S. copyright act, 17 U.S.C. § 101 and includes a work that is based upon or incorporates one or more preexisting works.**
- 9. disc product: means all disk products developed by Shrelp! for the distribution of images**
- 10. editorial use: means where an image is used to illustrate a matter of public interest (such as a current event, history, sports, entertainment, art, science, religion or politics), in any**

**medium, and is not used to advertise, endorse or promote a person, organization, product or service (other than the publication or medium in which the image appears)**

- 11. Rider: means talent or subject whose likeness appears in any photograph that contributor has submitted to Shrelp!**
- 12. Shrelp!: means the stock licensing and distribution business owned and operated by Shrelp! LLC which is currently located at ([Address](#))**
- 13. image: means any image, visual representation, illustration, animation or video clip generated by any means, including any reproductions and the medium in which an image is stored such as CDs, DVDs, and hard drives**
- 14. image story set: means a set of images submitted to an editorial collection that are part of a package depicting one topic, issue or event, and generally taken at approximately the same location as other images in the image story set, and sometimes including other locations also depicting the image story's Set's topic, issue or event**
- 15. online product: means any product developed for distribution through an online system, including virtual CD-ROMs.**
- 16. online system: means any transmission system for the distribution of images to clients, such as the Internet, the world wide web or other public or private network**
- 17. party: means rider, contributor or Shrelp!**
- 18. personal data: means data that identifies the contributor or data that when combined with other information which is in the possession of Shrelp! identifies the contributor**

19. **rights-managed creative:** means all images other than rights-managed editorial images licensed or distributed by Shrelp! through the rights managed licensing models.
20. **rights-managed editorial:** means those images included in collections primarily depicting news, sports, entertainment events, archival images of such events or portraiture licensed or distributed by Shrelp! through the rights-managed licensing model.
21. **similar:** means any image whose principal element are depicted in a way that, when compared side by side with another image, would cause an industry professional to believe they are substantially the same. images will not be considered similars based only on their subject matter. For rights-managed editorial, images that are part of an image story set will be deemed to be similar to one another.
22. **submission requirements:** means Shrelp! submission requirements for images that Shrelp! will email to contributor
23. **third party:** means any party other than contributor, rider, Shrelp! or a client.
2. **Section 2 Rights to Accepted Images**
  1. **license grant to Shrelp!.** subject to section 2.3, you grant Shrelp! a worldwide, exclusive right to distribute, market, license, sublicense, rent, use, copy reproduce, publish, transmit, broadcast, display, communicate and make accepted images available to the public. Except for those images that you submit for licensing through rights-managed editorial, private sale or offline, you grant Shrelp! the additional right to enhance, adapt, modify, recast, or create derivative works of that image. Shrelp! may exercise these rights in any medium, now known or later developed, for any purpose.

**Shrelp! may exercise all current or future copyrights, rights in or to data and databases )and rights conferred under equivalent laws throughout the world associated with this license.**

- 2. restricted uses: the submission requirements allow certain restrictions of licensing based solely on industry's that the rider, depicted in the image/video, has.**
- 3. use of images by contributor. you may use accepted images, and any similars for:**
  - 1. promoting or documenting your work, services or products, including online system owned and operated by you on such a system to the Shrelp! website to indicate that accepted images are available for licensing through Shrelp!;**
  - 2. books and related promotional material that promote you and your work. if you would like to use accepted image on the cover of a book promoting you r work, you must first obtain Shrelp! prior written consent, which will not be unreasonably withheld, to ensure that the use does not conflict with any license previously granted by Shrelp!.**
  - 3. fine art limited edition physical prints and promotional items related to such prints. the right to produce fine art limited edition physical exclusive to you and Shrelp! may not produce and market such prints without your prior consent; and**
  - 4. similar self-promotional productions that do not compete with or limit the rights you have granted to Shrelp! under this agreement.**

- 4. copyright to images: you will retain all right, title and interest, including copyright, in all images and all of its parts at all times, except to the extent you have granted these rights to Shrelp! under this agreement for the purpose of distributing, marketing and licensing your accepted images. you also retain copyright in accepted images that are the basis of derivative works created by others, for example by clients who necessarily create derivative works as a result of incorporating your accepted image into their end product. though you will retain the copyright in individual accepted images at all times, Shrelp! will own all right, title and interest copyrights in compilations and other intellectual property rights that arise apart from the copyright in your accepted images, to: disk products, pre-packaged image collections that contain multiple images licensed by or for Shrelp! as a product, other products and services created by or for Shrelp! containing one or more images and all works created by the exercise of the rights granted to Shrelp! under 1-1. Shrelp! is obligated to pay royalties due to you for images distributed in such compilations in accordance with the terms of this agreement. Contributor may, in its sole discretion, register the copyright of any accepted images. Shrelp! may, but are not obligated to, register the copyright of any accepted image for the benefit of contributor with the relevant copyright authorities**
- 5. waiver of moral rights. to the extent allowed by law and during the time period necessary to permit Shrelp! and any client to exercise the rights granted in this agreement, you waive (or have procured a valid and enforceable**



**waiver of) the following moral rights relating to accepted images:**

- 1. the right to be identified as the author of any accepted image**
  - 2. the right to object to the modification of any accepted image (other than those images that you have designated as "intended for editorial use" in accordance with section 3-1**
- 6. credit line/byline. you authorize Shrelp! to use Shrelp! name and biographical information in connection with the promotion, marketing or advertising of an accepted image. Shrelp! will use reasonable efforts to identify Shrelp! as the creator of the accepted image. However, you shall retain all right, title and interest, including copyright, in all images, as set forth in section 2-4. Shrelp! will advise but not obligate clients to credit Shrelp! when in their judgement, doing so is appropriate and feasible (for instance, for editorial uses).**
- 3. Section 3. image submission and acceptance**
  - 1. submission and acceptance of images**
    - 1. submission requirements. you agree to comply with the submission requirements in effect at the time you submit an image. Shrelp! may amend the submission requirements from time to time after providing notice to you.**
    - 2. acceptance of images. when considering submission of images Shrelp! will provide you with an email or other receipt acknowledging each submission of images. Shrelp! will use commercially reasonable efforts to accept or reject images within 90 days of submission. Shrelp! may reject any submitted image in its discretion**

- 2. exclusivity. except as otherwise agreed in advance with Shrelp!, once an image has been accepted by Shrelp!, during the term, you may not license that image or any similars, to any client, any other agent, representative, or selling medium until this agreement has terminated.**
- 3. submission period. you may submit images at any time until Shrelp! notifies you that it will no longer accept submissions from you. if Shrelp! ceases to accept terminate this agreement by providing written notice of termination to Shrelp! within ninety (90) calendar days following receipt of notice from Shrelp! that it will no longer accept images from you. If you elect to terminate this agreement, this agreement will terminate ninety (90) calendar days following the date of the termination notice that you sen send to Shrelp!. all of your termination rights are however subject to section 9**
- 4. risk of loss of accepted images. the nature of the business of contributor and Shrelp! creates a risk of loss (temporary or permanent), damage, deterioration or destruction of images. contributor will bear the risk loss of and/or damage to all images. contributor is solely responsible for maintaining high reproduction quality copies and backups of all of their images. contributor shall not submit any original analog image. an original analog image is an image that is created and exposed in the camera or an image for which the contributor does not have a reproduction quality copy or backup. neither Shrelp! will carry insurance covering images for any such loss, damage or any other risk. contributor hereby releases, absolves and holds harmless Shrelp! and their**

**respective officers, directors, employees, Representatives, agents and assigns (the "released parties") from and against any and all costs arising from or related to any failure to return or for any delay in returning an image. neither Shrelp! will be liable for failing to return or for any delay in returning, for whatever reason or cause (excluding gross negligence and willful misconduct), any image that is submitted, accepted and/or licensed to Shrelp! under this agreement, or for failing to provide to contributor a digital copy of an image.**

- 5. Shrelp! may, in its sole discretion:**
  - 1. reject, suspend access to or remove any of Accepted Images from the Shrelp! network at any time that Shrelp! deems it unsuitable for the Shrelp! network or for distribution in the Shrelp!, including, without limitation, any single-frame Video Content or Video Content that is less than four (4) seconds in duration, any video or accepted images that is not properly released the Rider whether or not the content was previously approved by Shrelp! for distribution; and**
- 6. modify any meta data You submit with Your Video Content, including without limitation meta tags, age rating, descriptive language, search terms, category and keyword modifiers. Shrelp! shall have no liability for taking such actions. You agree and accept that Shrelp! does not guarantee that your accepted images of video content will be licensed to any Buyer on any part of the Shrelp! network and that licensing may be subject to acceptance by any of the Third Party Service Providers.**
- 7.**

4. **Section 4. Sales and Marketing of Accepted Images: Claims Relating to Accepted Images**
  1. **Licensing model for accepted image. Shrelp! will determine the license model through which the image will be licensed and Shrelp! may change the model**
  2. **movement of images between license models and collections. Shrelp! strives to maximize the sales potential of your accepted images over time. subject to section 4-1, following acceptance of an image, Shrelp! may subsequently move and market accepted images through any other of its license models, and/or collections. Shrelp! will notify you of the move, including image number within ninety (90) days after any move has been completed.**
  3. **Shrelp! sets all license terms. Shrelp! will determine the terms and conditions of all licenses of the accepted images granted by them. they will also determine the manner in which accepted images may be marketed. Shrelp! and its s will determine the terms and conditions of all licenses of the accepted images granted by them with regards to talent's limitations. they will also determine the manner in which accepted images may be marketed. Shrelp! may discontinue marketing or licensing any accepted image at any time. in the event that Shrelp! discontinues marketing and licensing an accepted image, then this agreement will be deemed to have terminated only with regards to that image. all rights in that accepted image will revert to the contributor subject to Shrelp!' surviving rights that are described in sections 8-4 and 8-5.**
  4. **promotional use of accepted images. Shrelp! may use the accepted images in connection with any promotion, marketing or advertising**

**of the contributor, Shrelp! accepted images used for marketing purposes may be used in composites that include images supplied by a third party. no royalties will be paid on these promotional uses of accepted images**

- 5. claims related to accepted images. you authorize Shrelp!, at their expense to make, control, settle and defend claims. you agree to provide reasonable cooperation to Shrelp! in these claims, including allowing the use of your name in, and being joined as a party to, proceedings in connection with any action to be taken or defended by them. Shrelp! will not enter into any settlement, judgement or consent decree that has an adverse effect on your ownership of the copyright of an accepted image or prohibits your future conduct with respect to an accepted image without your prior written consent. you agree not to unreasonably withhold or delay your consent in these cases. Shrelp! will pay you royalties on any settlement that it receives from claims in accordance with section 5-1.**

- 6. Should client misuse or fault on contract agreement with Shrelp!, contributor and rider agree that Shrelp! shall not be held accountable**

**5. Section 5. Royalties, payment, audit and personal information**

**1. royalties**

- 1. the following royalty will apply to accepted images licensed or otherwise distributed by Shrelp! as stock (the "Royalty"). Shrelp! will be entitled to 50% of the gross editorial license receipts actually received by Shrelp! and 40% of the gross advertising license receipts actually received by Shrelp!. Rider will be entitled**

**to 10% of gross license receipts actually received by Shrelp! for advertising images licensed to client and contributor will be entitled to 50% of gross license receipts actually received by Shrelp!**

- 2. "Gross License Receipts" means**
  - 1. with respect to all licenses for accepted images, the amounts charged by Shrelp! to each of their clients and actually received by Shrelp! for licenses of accepted images; and**
  - 2. the amount charged by Shrelp! to each of their clients, minus any applicable taxes (excluding any taxes on the net profits of Shrelp! and any withholding taxes imposed on remittances to Shrelp! from countries outside of the united states), levies and duties, collection fees and collection expenses, shipping and insurance charges and client credits arising out of or resulting from any license of an accepted image, actually received by Shrelp!.**
  - 3. in case any products or services contain images from a different contributor in addition to contributor's accepted images (such as disk products or online products), the net license receipts will be determined:**
    - 1. according to the ration of the number of accepted images in a product or service to the total number of images in such products or services; or, in Shrelp!'s discretion,**
    - 2. based on the relative retail value of the accepted images in a product or service compared to all other**

**images used in the products or services.**

- 3. Shrelp! may deduct the following amounts from the royalties payable to you (collectively, "Deductions"):**
  - 1. any amounts that have been paid to you as an advance on earnings or royalties under any agreement with Shrelp!;**
  - 2. deductions for any catalog charges assessed in accordance with your prior informed consent;**
  - 3. deductions from the cancellation of a license where we have reported the original sale to you in the current or previous royalty report;**
  - 4. any overpayment of royalties in a prior royalty period; and**
  - 5. any amounts that may be deducted or withheld in accordance in section 6-3-1**
- 2. Royalty Reports. Within thirty (30) days after the end of each calendar quarter (the "Payment Quarter"), Shrelp! will make available to you a sales statement (the "Sales Report" for transactions occurring during the payment quarter. The Sales Report will state the Royalties due to you and any Deductions.**
- 3. Royalty Payments. Shrelp! will make quarterly royalty payments, with payments to be made within sixty (60) days after the end of each Payment Quarter. Payments will be made by electronic funds transfer, unless a different payment method has been agreed to. No payment will be issued unless a minimum payment of \$100 US dollars after deductions, is due to Contributor.**
  - 4. Deductions. Shrelp! will notify you of any Deductions in a Sales Report before deducting any amounts from payments to you. Other**

**than Royalties for Images that are improperly credited you, if Shrelp! has not notified you of any deductions within one (1) year after it has been incurred, Shrelp! waives the right to recoup that cost or charge. Shrelp! may continue to recover a cost or charge that it has previously notified to Contributor, but has not fully recovered within one (1) year after notification.**

- 5. Taxes. Shrelp! may withhold or deduct any tax, VAT, duty, levy or impost of any nature ("Taxes") from any current or future sums due to Contributor if they are required to do so by any law, regulation, or treaty, excluding any taxes on the net profits of Shrelp!.**
  - 1. Upon request, Contributor agrees to promptly provide all necessary assistance to Shrelp! to allow Shrelp! to determine and establish Contributor's tax status. Contributor expressly agrees that he/she shall promptly provide Shrelp! with documentary evidence regarding Contributor's identity, entity status, nationality, residence or tax status as may be needed to Shrelp!' judgement, to determine, reduce or eliminate any applicable withholding or other tax, VAT, duty, levy or impost of any nature, If Shrelp! deducts or withholds any amounts under this provision, Shrelp! shall on an annual basis, send any form required by law to be sent by Shrelp! to contributor detailing the amounts so deducted or withheld for the applicable tax year.**
- 6. Claims. For all royalties paid on Claims, if there is more than one Image that is subject to the Claim, the net proceeds will be split prorata among all the Images subject to the Claim.**



**Shrelp! may subtract all attorneys' fees, costs and all other expenses incurred by Shrelp! in connection with the prosecution of the Claim before calculating royalties due to Contributor on the Claim.**

- 7. Audit Rights. If you have concerns regarding payments or deductions that Shrelp! makes (or fails to make) to you, you may send a written inquiry to Shrelp! addressed to the attention of Photographer Relations Manager, with a request for information used to determine the amount of the payment or deduction. Shrelp! will use commercially reasonable efforts to respond to your inquiry within ninety (90) days and will cooperate with you to resolve your concerns in a timely manner.**

- 1. If you dispute any payments or deductions made to you, you may employ a certified, chartered or licensed accountant or licensed financial advisor to audit the financial documents reasonably related to the payments made to you during the specified audit period. Shrelp! will honor one audit request per calendar year, upon ninety (90) days' prior written notice. The audit will occur on a date and at a location to be mutually agreed to by the Parties, during normal business hours.**

- 2. Contributor will be responsible for paying the costs of any audit, unless the audit reveals that Shrelp! has underpaid Contributor by more than ten percent (10%) of the gross monies due to Contributor before taxes, cancellations and any other deductions or withholdings. In those instances, Shrelp! will reimburse Contributor for the actual and reasonable**

**auditor's fees, evidenced by the auditor's invoice. If an underpayment is discovered in an audit, Shrelp! will pay contributor interest based on the average on month LIBOR rate as published by the British Banks Association for the period under audit on the mount due from the date payment was due and should have been made to Contributor, will correct the books and records, and will make payment of any amounts due ( subject to any applicable Deductions) within thirty (30) days after the amount due is finally determined. In the event that an audit reveals any overpayment to Contributor, Contributor agrees that Shrelp! may deduct the amount of the overpayment from the Contributor's general earnings.**

- 8. Personal Data Transfer. You understand and agree that information that you may provide to Shrelp! or that Shrelp! may acquire during the term of this Agreement (or, in the case of models, to service this Agreement) may be retained indefinitely, and may be stored, Accessed and used in jurisdictions whose privacy laws may be different and less protective than those of your home jurisdiction. Shrelp! may use this information for a variety of purposes, including contacting you, servicing your contract, and assuring credit and collections. Shrelp! may disclose this information to necessary service providers, such as payment processors, data storage providers and similar entities to provide the services they contract for. These third parties have no right to use your information for secondary purposes. These companies do not retain, share, store or use personally**

**identifiable information for any other purposes; they are prohibited from using your personally identifiable information for any other purpose. Information about you, including personal information may be disclosed as part of any merger, a sale of the company assets or acquisition, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of the business assets of the company. Shrelp! reserves the right to disclose your personal information if required to do so by law, or in the good-faith belief that such action is reasonably necessary to comply with legal process, respond to claims or protect the right, property or safety of our company, employees, customers or the public. without your prior permission, Shrelp! will not use your personal information in a manner not described above.**

**6.**

**Section 6. Representations and Warranties;  
Indemnification; Limitation of Liability**

- 1. Mutual Representations and Warranties.**  
Each party warrants and represents to the other party that it has full corporate power, authority, and resources to enter into this Agreement and carry out its obligations hereunder.
- 2. Representations and Warranties. You represent and warrant to Shrelp! that:**
  - 1. Rights in Images. All Images that you have submitted are your original work. You must obtain Shrelp!' prior written consent before submitting any Images that are not your original work. You have sufficient rights, title and interest in all Images necessary to grant Shrelp! the rights set forth in this**

**Agreement, including, any necessary approval, consent, authorization, clearance, release or license of any Third Party (collectively, "Authorizations"). If agreed upon in advance with Shrelp!, you may submit Images that require Authorizations from Third Parties, provided that you inform Shrelp! in writing of any such required Authorizations at the time of submission. Shrelp! will not be liable for failing to secure any applicable Authorizations where you have failed to notify Shrelp! of any required Authorizations in accordance with this paragraph. There are no other restrictions, interests, limitations, assignments or licenses applicable to the Images or any Similar that could affect interfere with the rights you have granted to Shrelp!.**

- 2. Valid Releases. The model, the model's legal guardian (where the model is a minor) and the property owner of property depicted has fully executed and delivered to you a model and/or property release provided to you by Shrelp! and in accordance with the Submission Requirements for each Image Requirements for each Image submitted to Shrelp! and you have provided true copies of each release(s) to Shrelp!. if the form of release you have submitted is not substantially similar to the Shrelp!' form, they must meet all of Shrelp!' standards for releases set forth in the Submission Requirements and with respect to such releases you represent and warrant that the release you have submitted is valid and enforceable under applicable law.**

3. **No Infringement.** To the best of your knowledge after due investigation, the Images prior to modification or re-captioning by Shrelp!, do not infringe upon any copyright, database rights, moral rights, trademark, design patent, patent, trade dress, trade name, service mark or any other intellectual property rights, publicity rights or privacy rights of or defame, or infringe any other rights of any Third Party, and no claim of any of the foregoing has been made.
4. **No Viruses** available virus protection programs to ensure that the Images do not contain viruses, Trojan Horses, worms, time bombs, or other similar harmful or deleterious programming routines.
5. **Accuracy of Caption Information.** The caption information you have provided is accurate and complete and the proper copyright notice is affixed for each Image, in accordance with the Submission Requirements.
6. **The representations and Warranties** you have made above will apply to Images that you submit on or after the Commencement Date.
3. **Indemnifications.**
  1. **Indemnification by Contributor.** You agree to promptly defend, indemnify and hold harmless Shrelp!, and Clients; end users and their Released Parties (defined below) from all Costs arising from, relating to, or in connection with, an actual or alleged breach by you of any representation, warranty or covenant made by you in this Agreement. You agree that Shrelp! may retain any amounts due to you under this

**Agreement or any other agreement you may have have with Shrelp! to the extent Shrelp! is owed any sum under this section 6.3-1. The "Released Parties" means an entity's officers, directors, employees, representatives, agents and assignees.**

**1. You will not be liable for Costs arising from**

- 1. modifications by Shrelp! of information supplied by you in accordance with the Submission Requirements in effect at the time of submission**
- 2. use of any Accepted Image in a manner not permitted by the terms of this Agreement, or any other applicable agreement;**
- 3. any Claims relating to composites created by Shrelp! for marketing purposes where the dispute or claim arises solely out of the composite and not the underlying Accepted Image;**
- 4. claims that arise solely from the absence of a valid release for an Accepted Image that:**
  - 1. you mark "No Release" or "No Release Required" in accordance with the Submission Requirements in effect at the time of submission; or**
  - 2. where the release you submitted complied with the Submission Requirements in effect at the time of submission, but where a subsequent change in the law has rendered the release invalid or inadequate**

**to defend against the claim giving rise to liability. If you are subject to an indemnification claim by Shrelp!, you may request Shrelp! to discontinue licensing an Accepted Image that is the subject of the claim, if it is likely that you will be subject to additional demands if the Accepted Image is not withdrawn.**

- 2. Indemnification by Shrelp!. Shrelp! agrees to promptly defend, indemnify and hold harmless you and your Released Parties from all Costs arising from, relating to, or in connection with an actual or alleged breach by Shrelp!, of any representation, warranty or covenant made by Shrelp! in this agreement.**
- 3. Coordination. The Party being indemnified ("Indemnified Party") agrees to provide the party providing indemnification ("Indemnifying Party") prompt written notice of any claim that is subject to indemnification. The failure to promptly notify an Indemnifying Party will not affect Indemnifying Party's obligations except to the extent that such delay prejudices the ability of Indemnifying Party to defend claim. Indemnifying Party will have the right to defend against any claim with counsel of its own choosing and to settle the claim as it deems appropriate, provided that it will not enter into any settlement that adversely affects Indemnified Party's rights without Indemnified Party's prior written consent. Indemnified Party agrees to provide reasonable cooperation with**

**Indemnified Party's prior written consent. Indemnified Party agrees to provide reasonable cooperation with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party's expense.**

- 4. Limitation of Liability. Except for breaches of confidentiality obligations, neither Party shall be liable to the other for any indirect, incidental, consequential, punitive, or special damages arising from or related to conduct or performance under this Agreement, even if a Party has been advised of the possibility of such damages. If, despite this limitation, liability is imposed on Shrelp!, for any reason (including the claimed invalidity of the exclusion of liability or proof of gross negligence or willful misconduct), in no event shall Shrelp!' (including any of their officers, directors, employees, Representatives and agents) and assignees' liability for any loss or damage for failure to return Images exceed Twenty-Five United States Dollars (US\$25) per Image or One Thousand United States Dollars (US\$1,000) in the aggregate for all Images submitted by Contributor, regardless of the number of claims.**

**7. Section 7. Confidentiality**

- 1. A party that receives Confidential Information (the "Receiving Party") from the other Party ( the "Disclosing Party"), agrees not to disclose such Confidential Information to any Third Party or use any of the Confidential Information except as necessary to perform its obligations under this Agreement. The Receiving Party agrees to return all Confidential Information to the disclosing Party upon request. If a Receiving Party is required**



**by a competent legal authority to disclose Confidential Information, the Receiving party shall provide the Disclosing Party with prompt notice prior to disclosure so that the Disclosing Party may seek judicial protection. The Receiving Party may also share Confidential Information with its professional advisers under an obligation of confidentiality for the purpose of obtaining professional advice.**

**8. Section 8. Termination; Effect Upon Termination**

- 1. Term. The term of this Agreement ("Term") shall run for a period of (5) years following the Commencement Date. The Term shall automatically renew for successive one-year periods, unless ninety (90) days prior to the expiration of the then-current Term. Notwithstanding anything herein or otherwise to the contrary, the Term shall be subject to Section 9.**
- 2. Termination for Cause. If one Party commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy the breach within forty-five (45) days of receiving written notice of the breach, the other Party immediately terminate this Agreement at any time by giving written notice of termination to the breaching Party.**
- 3. Termination for Insolvency. If Shrelp! photography business**
  - 1. is liquidated or dissolved;**
  - 2. makes any arrangement or composition with its creditors generally; or**
  - 3. has a secured party of Shrelp! take possession or control of all or substantially all of the Accepted Images, and the taking of possession or control is not terminated within ninety (90) days, then Contributor will have the right, on thirty (30) days '**

**written notice to Shrelp!, to terminate this Agreement. Subject to applicable bankruptcy law, Shrelp! will use reasonable efforts to return Contributor's analog Images, assuming any analog Images were submitted and not returned, in Shrelp!' possession or control to Contributor in accordance with this Section 8 and subject to Section 3.4 , above. Notwithstanding anything to the contrary, neither Shrelp! will return any digital Image nor do they have any obligation to do so. Contributor may not terminate this Agreement as described above where Shrelp! seeks protection from creditors pending reorganization, under Chapter 11 of the U.S. Bankruptcy Code or any similar or equivalent provision of law.**

**4. Survival of Licensing Rights**

- 1. Survival of Unexpired licenses. Within sixty (60) days after the expiration or termination this Agreement, Shrelp! will provide Contributor with a list of Accepted Images that are subject to an unexpired license, including the rights granted with regard to the Accepted Images listed. For all Rights-managed Creative and Rights-Managed Editorial Accepted Images, Contributor shall not license any such Accepted Images or any Similar listed on the reports in a way that conflicts with any license identified on the report or with a renewal license granted by Shrelp!.**
- 2. Survival of Granted Licenses, Renewals. If Shrelp! has granted a license that extends past the termination date or expiry of this Agreement, Shrelp! will have the right to renew the license on substantially the**

**same terms provided that the renewal license is issued within ninety (90) days following the termination date and has notified Shrelp! in writing of the details do not conflict with the license granted by the Contributor.**

- 3. Survival of Licensing Rights for Images Created Under an Advance on Royalties. If Contributor has received an advance on royalties for any Images that has not been fully recouped by Shrelp! at the time of termination or expiration of this Agreement, Shrelp! will have the right to continue licensing any or all of the Accepted Images until the amount of the advance has been fully recouped.**
- 5. Return or Destruction of Images Upon Termination. If Shrelp! has accepted Images in analog format, Shrelp! will reasonably attempt to return to Contributor (at his/her last address notified to Shrelp!) any analog Image within one-hundred twenty (120) days after all of Shrelp!' rights to grant a license (or renewal license) have expired. For all other analog Images, Shrelp! will return the image within four (4) years following such date, subject however to Section 3.4, above.**
  - 1. After the expiration of Shrelp!'s rights to offer or renew a license, Shrelp! will reasonably attempt to promptly destroy or cause the prompt destruction of all analog duplicate and digital files of Accepted Images, composites created by Shrelp! using only Accepted Images (including all copies, but excluding, for greater clarity marketing materials and copies made as a result of routine backups of Shrelp!'s systems)\_ within the control of Shrelp!, and**

**will certify to Contributor, upon request, that it has done so. Notwithstanding anything to the contrary, Shrelp! will return any digital Image nor do they have any obligation to do so.**

- 6. Continuing Obligations. Regardless of the expiration or termination of this Agreement, Shrelp! will continue, to account for and pay any amounts due to you for all licenses granted pursuant to this Agreement.**
- 7. Retention of Records. You agree to maintain accurate records such as model releases, contracts and shoot details regarding each Accepted Image for so long as a license or a renewal license for the Accepted Image is outstanding, including information related to your representations, warranties and covenants contained in this Agreement.**
- 8. Surviving Provisions. The expiration or termination of this Agreement will not affect the accrued rights and obligations of the Parties existing at the date of expiration or termination. Sections 1, 2.4, 2.5, 2.6, 3.4, and 5 through 10, will survive any expiration or termination of this agreement. Additionally any matter arising under this Agreement that by its nature is required to be performed or apply after the term of this Agreement shall survive the termination or expiration of this Agreement.**
- 9. Section 9. Miscellaneous**
  - 1. Entire Agreement; Waiver. This Agreement constitutes the entire agreement among the Parties and relating to its subject matter and may not be amended modified or terminated except by an instrument in writing signed by an authorized representative of each Party. Any terms or conditions typed or handwritten on**

**the face of this Agreement by Contributor shall have no force or effect. If a Party waives any provision of this Agreement in any instance, the waiver in such an instance shall not be deemed to be a continuing waiver, and no waiver by either Party shall prevent such party from enforcing any and all other provisions of this Agreement.**

- 2. Assignment. Contributor shall not assign its rights and obligations, or delegate its duties, under this Agreement without the prior written consent of Shrelp!, which consent will not be unreasonably withheld. However, Contributor may assign this Agreement, after prior written notice to Shrelp!, to a corporation or to a trust controlled by Contributor or for the sole benefit of Contributor or Contributor's immediate family without obtaining prior written consent from Shrelp! provided that Contributor also assigns or licenses such corporation or trust such rights and powers as are necessary to allow the Agreement and to allow Shrelp! to exercise fully its rights and discharge its obligations under this Agreement. Any such assignment shall be null, void and of no effect if**

- 1. the assignment is not done in accordance with this section 10.2 or**
- 2. at any time such assignee corporation or trust ceases to be controlled by Contributor or for the sole benefit of Contributor or Contributor's immediate family.**
- 3. Shrelp! may assign its rights, obligations and duties under this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with Shrelp! or to any corporations, limited liability company or other legal entity**

**formed and owned or controlled by Shrelp! LLC as part of a merger, reorganization or sale of assets by Shrelp!. Shrelp! may also assign this agreement to a buyer of all or substantially all of its assets.**

- 3. Nature of Relationship. The Contributor agrees that he/she is an independent contractor. The Parties expressly acknowledge and agree that their relationship is not one of partnership, employment, joint venture, principal-agent or any other legal identity, and that the Shrelp! has no obligation to find or offer employment to Contributor.**
- 4. Compliance with Applicable Laws. In performing this Agreement, each party will comply with all applicable laws, regulations and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Neither Party will take any actions that may cause the other Party to be in violation of any law.**
- 5. Governing Law and Arbitration. This Agreement will be construed and enforced in accordance with the laws of the State of California, excluding its laws relating to conflict of laws. Any dispute arising out of or in connection with this Agreement shall be finally settled under the Commercial Rules of the American Arbitration Association ("AAA") or International Chamber of Commerce ("ICC") in Los Angeles, California, U.S.A.; London, England; Paris France; or Frankfurt, Germany. Shrelp! may select the applicable rules and the venue. The award rendered by the arbitration panel shall not be subject to any appeal in any court. The substantially prevailing Party will be entitled to recover its reasonable external attorneys' fees, all associated expenses, and**

**accounting costs. If both Parties prevail on particular claims, or defenses of a claim, then each Party will be entitled to the attorney fees for those claims it successfully asserts or defends, and the awards will be offset.**

- 6. Further Assurances. Each Party will, and will use its reasonable efforts to cause any Third Parties to, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect to this Agreement. The undersigned each warrants and represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she has signed.**
- 7. Notices. The Parties shall provide all notices, requests, demands, and other communications under this Agreement in writing. Notice will be effective:**

- 1. at the time of delivery, if personally delivered;**
- 2. upon receipt of confirmation of transmission, if delivered via facsimile or email;**
- 3. one day after deposit for delivery, if delivered via overnight courier; and**
- 4. 72 hours after deposit for delivery if mailed first class, postage prepaid, return receipt requested and returned.**

**Notices to Contributor should be sent to Contributor at the address set forth below and notices to Shrelp! should be sent to (Address), email: [zpetschek@skateboardstock.com](mailto:zpetschek@skateboardstock.com). Either Party may designate an alternative address for notices at any time in writing by notice to the other pursuant in this section 10.7**

8. **Contract Execution; Fax Signatures. This Agreement may be executed in writing and/or electronically. Either Party's signature may be submitted electronically or by facsimile transmission to the other and the Parties agree to be bound by their facsimile or electronically submitted signature.**

### Model Release

Adult	<p>MODEL'S PERMISSION AND RIGHTS GRANTED:</p> <p>For good and valuable Consideration herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns my permission to license the Images and to use the Images in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Images may be combined with other images, text and graphics, and cropped, altered or modified. I acknowledge and agree that I have consented to publication of my ethnicity(ies) as indicated below, but understand that other ethnicities may be associated with Images of me by the Photographer/Filmmaker and/or Assigns for descriptive purposes.</p> <p>I agree that I have no rights to the Images, and all rights to the Images belong to the Photographer/Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of the state of Nevada, excluding the law of conflicts.</p> <p>I represent and warrant that I am at least 18</p>
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	<p>years of age and have the full legal capacity to execute this release.</p> <p>DEFINITIONS:</p> <p>"MODEL" means me and includes my appearance, likeness and form.</p> <p>"MEDIA" means all media including digital, electronic, print, television, film and other media now known or to be invented.</p> <p>"PHOTOGRAPHER/FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me.</p> <p>"ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company.</p> <p>"IMAGES" means all photographs, film or recording taken of me that have been licensed, sub-licensed or released to Shrelp! LLC.</p> <p>"CONSIDERATION" means something of value I have received in exchange for the rights granted by me in this release.</p> <p>"SHOOT" means the photographic or film licensed, sub-licensed or otherwise released to Shrelp! LLC by the PHOTOGRAPHER/FILMMAKER.</p>
Minor	<p>PARENT/LEGAL GUARDIAN'S PERMISSION AND RIGHTS GRANTED:</p> <p>For good and valuable Consideration herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns my permission to license the Images and to use the Images in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Images may be combined with other images, text and graphics, and cropped, altered or modified. I acknowledge and agree that I have consented to publication of my ethnicity(ies) as indicated below, but understand that other ethnicities may be associated with Images of me by the Photographer/Filmmaker and/or Assigns for descriptive purposes.</p> <p>I agree that I have no rights to the Images,</p>

	<p>and all rights to the Images belong to the Photographer/Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of the state of Nevada, excluding the law of conflicts.</p> <p>Parent warrants and represents that Parent is the legal guardian of Model, and has the full legal capacity to consent to the Shoot and to execute this release OF ALL RIGHTS IN MODEL'S IMAGES.</p> <p>DEFINITIONS:</p> <p>"MODEL" means me and includes my appearance, likeness and form.</p> <p>"MEDIA" means all media including digital, electronic, print, television, film and other media now known or to be invented.</p> <p>"PHOTOGRAPHER/FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me.</p> <p>"ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company.</p> <p>"IMAGES" means all photographs, film or recording taken of me that have been licensed, sub-licensed or released to Shrelp! LLC.</p> <p>"CONSIDERATION" means something of value I have received in exchange for the rights granted by me in this release.</p> <p>"SHOOT" means the photographic or film licensed, sub-licensed or otherwise released to Shrelp! LLC by the PHOTOGRAPHER/FILMMAKER.</p> <p>"PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred to together as "we" and "us" in this release.</p>
Property	<b>PROPERTY RELEASE</b>

	<p>Specify Property Covered by Release:</p> <p>_____</p> <p>Property Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Contact Phone: _____</p> <p>_____</p> <p>Contact E- Mail: _____</p> <p>_____</p> <p>Attach visual reference here, aligned to top right-hand corner if larger than box.</p> <p>For example, Polaroid, print, photocopy, etc.</p> <p><b>OWNER'S PERMISSION AND RIGHTS GRANTED:</b></p> <p>As owner or authorized representative of the Property and by signing this release, I give the Photographer/Filmmaker and Assigns my permission to create and use the Images depicting the Property in any Media, for any purpose (excluding defamation and/or pornography) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Images may be combined with other images, text and graphics and cropped, altered or modified. I agree that all rights to the Images belong to the Photographer/Filmmaker and/or Assigns.</p> <p>Unless prior written permission is obtained, Photographer/ Filmmaker and Assigns agree that the Property's owner, tenant and/or location (with the exception of reference to general region, country or state) will not appear in the image caption or in any other information presented with the image for licensing purposes and all trademarks, names, and logos will be removed from the image prior to promotion, marketing and licensing.</p> <p>I agree that I have received Consideration for the rights granted in this release. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns.</p>
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I acknowledge and agree that this release is binding upon my heirs if applicable, assigns or any person claiming an interest in the Property. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of the state of New York, excluding the law of conflicts.

**I represent and warrant that I am at least 18 years of age. I have the full legal capacity and right to execute this release and grant the rights herein granted with respect to the Property, and to bind all persons claiming an interest in the Property.**

**For Individuals:**

Owner  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner  
Printed  
Name \_\_\_\_\_

**For Corporate Ownership:**

Name of  
Corporation \_\_\_\_\_  
—

Employee  
Signature \_\_\_\_\_  
— Date \_\_\_\_\_

Employee  
Printed Name \_\_\_\_\_

Title/  
Position \_\_\_\_\_

Owner [ ] Authorized Representative [ ]

**DEFINITIONS:**

"PROPERTY" means the place and or property that is the subject of the Shoot.

"MEDIA" means all media including digital, electronic, print, television, film and other media now known or to be invented.

"PHOTOGRAPHER/FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or

	<p>recording the property. "ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "IMAGES" means all photographs, film or recording taken of the Property as part of the Shoot. "CONSIDERATION" means something of value I have received in exchange for the rights granted by me in this release. "SHOOT" means the photographic or film session described in this form.</p> <p>_____The <b>following to be completed by Photographer/ Filmmaker</b>_____</p> <p>Photographer's/Filmmaker's Name: _____</p> <p>Shoot Date: _____</p> <p>Photographer/Filmmaker's Signature: _____</p> <p>_____</p> <p>Shoot Description [and Shoot Reference if applicable]: _____</p> <p><b>Release Reference-Stills Only</b> (e.g. pr1.jpg)</p> <p>_____</p> <p>_____</p> <p>Property Std USA 0406</p>
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## Riders Contract

You will be paid once a month if your balance is over 100

## Photo License Agreement

You have purchased a usage license for <photo id> for <company> as follows. <duration> Exclusive Rights usage by <company> to use the photographs referred to in this document with a start date of <date> until <date>, <print run> in <version> only, with an image size not to exceed <size>, <placement> only, used in <print/web/...> for <location>. Languages: <language> only <media> rights granted. Any additional usage, including said revisions must be negotiated with the copyright owner.

This License may not be transferred to a third party without the written consent of the copyright holder.

License expires on <expiration>. After which date <company> is no longer granted any rights to print, distribute, display or by any other means use the image(s). Prior to the

license expiration date you will be given the opportunity to renew your license agreement for the same or less usage at a 10% discount of the current usage rates as of this agreement. This discount does not apply to any additional usages purchased at that time.

## Copyright Policy

All images, photographs, text and any other content on this website are legal property of the respective copyright holder and protected under and international copyright laws. It is illegal to copy, download, publish, hotlink, or in any other way use the content on this website without prior consent from the copyright holder or his/her broker (Shrelp!). None of the content on this website is an "Orphan Work" unless otherwise stated. Shrelp is permitted by contract to license images, photographs, video or any other content on this website with permission from the original copyright holder.

## Terms of Use

Description:

Keywords:

Terms (of Service) (and Conditions)

### 1. **section 1 definitions**

1. accepted images:  
means images accepted for licensing and/or distribution under this agreement and any modifications or derivative works of those images.
2. claims: means any lawsuits, actions, demands, proceedings or other claims related to the accepted images, including, but not limited to, claims relating to infringements or copyrights and other intellectual property rights, misuse, theft, damage, destruction and loss
3. client: means any customer who licenses

	<p>an accepted image from Shrelp!</p> <p>4. collection(s): means one or more of Shrelp!'s content collections now or hereafter created and made available for licensing or distribution by Shrelp! through one of the licensing models offered by Shrelp!, such as those now existing or such other licensing models that may be introduced or created in the future.</p> <p>5. confidential information: means one or more of Shrelp!' content collections now or hereafter created and made available for licensing or distribution by Shrelp! through one of the licensing models offered by Shrelp!, such as those now existing or such other licensing models that may be introduced or created in the future.</p> <p>6. contributor website: means the website maintained by Shrelp! to provide information</p>
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	<p>and updates to its contributors or sub-contributors.</p> <p>7. costs: means all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable external attorney's fees</p> <p>8. derivative work: has the meaning provided under the U.S. copyright act, 17 U.S.C. § 101 and includes a work that is based upon or incorporates one or more preexisting works.</p> <p>9. disc product: means all disk products developed by Shrelp! for the distribution of images</p> <p>10. editorial use: means where an image is used to illustrate a matter of public interest (such as a current event, history, sports, entertainment, art, science, religion or politics), in any medium, and is not used to advertise, endorse or promote a person, organization, product or service</p>
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	<p>(other than the publication or medium in which the image appears)</p> <p>11. Rider: means talent or subject whose likeness appears in any photograph that contributor has submitted to Shrelp!</p> <p>12. Shrelp!: means the stock licensing and distribution business owned and operated by Shrelp! LLC which is currently located at <a href="#">(Address)</a></p> <p>13. image: means any image, visual representation, illustration, animation or video clip generated by any means, including any reproductions and the medium in which an image is stored such as CDs, DVDs, and hard drives</p> <p>14. image story set: means a set of images submitted to an editorial collection that are part of a package depicting one topic, issue or event, and generally</p>
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	<p>taken at approximately the same location as other images in the image story set, and sometimes including other locations also depicting the image story's Set's topic, issue or event</p> <p>15. online product: means any product developed for distribution through an online system, including virtual CD-ROMs.</p> <p>16. online system: means any transmission system for the distribution of images to clients, such as the Internet, the world wide web or other public or private network</p> <p>17. party: means rider, contributor or Shrelp!</p> <p>18. personal data: means data that identifies the contributor or data that when combined with other information which is in the possession of Shrelp! identifies the contributor</p> <p>19. rights-managed creative: means all images other than</p>
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	<p>rights-managed editorial images licensed or distributed by Shrelp! through the rights managed licensing models.</p> <p>20. rights-managed editorial: means those images included in collections primarily depicting news, sports, entertainment events, archival images of such events or portraiture licensed or distributed by Shrelp! through the rights-managed licensing model.</p> <p>21. similar: means any image whose principal element are depicted in a way that, when compared side by side with another image, would cause an industry professional to believe they are substantially the same. images will not be considered similars based only on their subject matter. For rights-managed editorial, images that are part of an image story set will be deemed to be similar to</p>
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	<p>one another.</p> <p>22. submission requirements: means Shrelp! submission requirements for images that Shrelp! will email to contributor</p> <p>23. third party: means any party other than contributor, rider, Shrelp! or a client.</p> <p>2. <b>Section 2 Rights to Accepted Images</b></p> <p>1. license grant to Shrelp!. subject to section 2.3, you grant Shrelp! a worldwide, exclusive right to distribute, market, license, sublicense, rent, use, copy reproduce, publish, transmit, broadcast, display, communicate and make accepted images available to the public. Except for those images that you submit for licensing through rights-managed editorial, private sale or offline, you grant Shrelp! the additional right to enhance, adapt, modify, recast, or create derivative works of that image.</p>
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	<p>Shrelp! may exercise these rights in any medium, now known or later developed, for any purpose.</p> <p>Shrelp! may exercise all current or future copyrights, rights in or to data and databases )and rights conferred under equivalent laws throughout the world associated with this license.</p> <ul style="list-style-type: none"><li>2. restricted uses: the submission requirements allow certain restrictions of licensing based solely on industry's that the rider, depicted in the image/video, has.</li><li>3. use of images by contributor. you may use accepted images, and any similars for:<ul style="list-style-type: none"><li>1. promoting or documenting your work, services or products, including online system owned and operated by you on such a system to the Shrelp! website to indicate that accepted images</li></ul></li></ul>
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	<p>are available for licensing through Shrelp!;</p> <ol style="list-style-type: none"><li>2. books and related promotional material that promote you and your work. if you would like to use accepted image on the cover of a book promoting you r work, you must first obtain Shrelp! prior written consent, which will not be unreasonably withheld, to ensure that the use does not conflict with any license previously granted by Shrelp!.</li><li>3. fine art limited edition physical prints and promotional items related to such prints. the right to produce fine art limited edition physical exclusive to you and Shrelp! may not produce and market such prints without your</li></ol>
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	<p>prior consent; and</p> <p>4. similar self-promotional productions that do not compete with or limit the rights you have granted to Shrelp! under this agreement.</p> <p>4. copyright to images: you will retain all right, title and interest, including copyright, in all images and all of its parts at all times, except tot the extent you have granted these rights to Shrelp! under this agreement for the purpose of distributing, marketing and licensing your accepted images. you also retain copyright in accepted images that are the basis of derivative works created by others, for example by clients who necessarily create derivative works as a result of incorporating your accepted image into their end product. though you will retain the copyright in individual accepted</p>
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	<p>images at all times, Shrelp! will own all right, title and interest copyrights in compilations and other intellectual property rights that arise apart from the copyright in your accepted images, to: disk products, pre-packaged image collections that contain multiple images licensed by or for Shrelp! as a product, other products and services created by or for Shrelp! containing one or more images and all works created by the exercise of the rights granted to Shrelp! under 1-1. Shrelp! is obligated to pay royalties due to you for images distributed in such compilations in accordance with the terms of this agreement.</p> <p>Contributor may, in its sole discretion, register the copyright of any accepted images. Shrelp! may, but are not obligated to,</p>
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	<p>register the copyright of any accepted image for the benefit of contributor with the relevant copyright authorities</p> <p>5. <u>waiver of moral rights. to the extent allowed by law and during the time period necessary to permit Shrelp! and any client to exercise the rights granted in this agreement, you waive (or have procured a valid and enforceable waiver of) the following moral rights relating to accepted images:</u></p> <ol style="list-style-type: none"> <li>1. <u>the right to be identified as the author of any accepted image</u></li> <li>2. <u>the right to object to the modification of any accepted image (other than those images that you have designated as "intended for editorial use" in accordance with section 3-1</u></li> </ol> <p>6. credit line/byline. you authorize Shrelp! to</p>
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use Shrelp! name and biographical information in connection with the promotion, marketing or advertising of an accepted image. Shrelp! will use reasonable efforts to identify Shrelp! as the creator of the accepted image. However, you shall retain all right, title and interest, including copyright, in all images, as set forth in section 2-4. Shrelp! will advise but not obligate clients to credit Shrelp! when in their judgement, doing so is appropriate and feasible (for instance, for editorial uses).

3. **section 3. image submission and acceptance**

1. submission and acceptance of images
  1. submission requirements.  
you agree to comply with the submission requirements in effect at the time you submit an

	<p>image. Shrelp! may amend the submission requirements from time to time after providing notice to you.</p> <p>2. acceptance of images. when considering submission of images Shrelp! will provide you with an email or other receipt acknowledging each submission of images. Shrelp! will use commercially reasonable efforts to accept or reject images within 90 days of submission. Shrelp! may reject any submitted image in its discretion</p> <p>2. exclusivity. except as otherwise agreed in advance with Shrelp!, once an image has been accepted by Shrelp!, during the term, you may not license that image or any similars, to any client, any other agent,</p>
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	<p>representative, or selling medium until this agreement has terminated.</p> <p>3. submission period. you may submit images at any time until Shrelp! notifies you that it will no longer accept submissions from you. if Shrelp! ceases to accept terminate this agreement by providing written notice of termination to Shrelp! within ninety (90) calendar days following receipt of notice from Shrelp! that it will no longer accept images from you. If you elect to terminate this agreement, this agreement will terminate ninety (90) calendar days following the date of the termination notice that you send to Shrelp!. all of your termination rights are however subject to section 9</p> <p>4. risk of loss of accepted images. the nature of the business of contributor and Shrelp!</p>
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	<p>creates a risk of loss (temporary or permanent), damage, deterioration or destruction of images. contributor will bear the risk loss of and/or damage to all images. contributor is solely responsible for maintaining high reproduction quality copies and backups of all of their images. contributor shall not submit any original analog image. an original analog image is an image that is created and exposed in the camera or an image for which the contributor does not have a reproduction quality copy or backup. neither Shrelp! will carry insurance covering images for any such loss, damage or any other risk. contributor hereby releases, absolves and holds harmless Shrelp! and their respective officers, directors, employees, Representatives,</p>
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	<p>agents and assigns (the "released parties")</p> <p>5. Shrelp! may, in its sole discretion:</p> <ol style="list-style-type: none"><li>1. reject, suspend access to or remove any of Accepted Images from the Shrelp! network at any time that Shrelp! deems it unsuitable for the Shrelp! network or for distribution in the Shrelp!, including, without limitation, any single-frame Video Content or Video Content that is less than four (4) seconds in duration, any video or accepted images that is not properly released the Rider whether or not the content was previously approved by Shrelp! for distribution; and</li><li>6. modify any meta data You submit with Your Video Content, including without limitation meta tags,</li></ol>
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	<p>age rating, descriptive language, search terms, category and keyword modifiers. Shrelp! shall have no liability for taking such actions. You agree and accept that Shrelp! does not guarantee that your accepted images of video content will be licensed to any Buyer on any part of the Shrelp! network and that licensing may be subject to acceptance by any of the Third Party Service Providers.</p> <p>7.</p> <p>4. <b>Section 4. Sales and Marketing of Accepted Images: Claims Relating to Accepted Images</b></p> <p>1. Licensing model for accepted image. Shrelp! will determine the license model through which the image will be licensed and Shrelp! may change the model</p> <p>2. movement of images between license models and collections. Shrelp! strives to maximize the sales potential</p>
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	<p>of your accepted images over time. subject to section 4-1, following acceptance of an image, Shrelp! may subsequently move and market accepted images through any other of its license models, and/or collections. Shrelp! will notify you of the move, including image number within ninety (90) days after any move has been completed.</p> <p>3. Shrelp! sets all license terms. Shrelp! will determine the terms and conditions of all licenses of the accepted images granted by them. they will also determine the manner in which accepted images may be marketed. Shrelp! and its s will determine the terms and conditions of all licenses of the accepted images granted by them with regards to talent's limitations. they will also determine the</p>
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	<p>manner in which accepted images may be marketed. Shrelp! may discontinue marketing or licensing any accepted image at any time. in the event that Shrelp! discontinues marketing and licensing an accepted image, then this agreement will be deemed to have terminated only with regards to that image. all rights in that accepted image will revert to the contributor subject to Shrelp!' surviving rights that are described in sections 8-4 and 8-5.</p> <p>4. promotional use of accepted images. Shrelp! may use the accepted images in connection with any promotion, marketing or advertising of the contributor, Shrelp! accepted images used for marketing purposes may be used in composites that include images supplied by a</p>
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	<p>third party. no royalties will be paid on these promotional uses of accepted images</p> <p>5. claims related to accepted images. you authorize Shrelp!, at their expense to make, control, settle and defend claims. you agree to provide reasonable cooperation to Shrelp! in these claims, including allowing the use of your name in, and being joined as a party to, proceedings in connection with any action to be taken or defended by them. Shrelp! will not enter into any settlement, judgement or consent decree that has an adverse effect on your ownership of the copyright of an accepted image or prohibits your future conduct with respect to an accepted image without your prior written consent. you agree not to unreasonably withhold or delay your consent</p>
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	<p>in these cases. Shrelp! will pay you royalties on any settlement that it receives from claims in accordance with section 5-1.</p> <p>6. Should client misuse or fault on contract agreement with Shrelp!, contributor and rider agree that Shrelp! shall not be held accountable</p> <p>5. <b>Section 5. Royalties, payment, audit and personal information</b></p> <p>1. royalties</p> <p>1. the following royalty will apply to accepted images licensed or otherwise distributed by Shrelp! as stock (the "Royalty"). Shrelp! will be entitled to 50% of the gross editorial license receipts actually received by Shrelp! and 40% of the gross advertising license receipts actually received by Shrelp!. Rider will be entitled</p>
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	<p>to 10% of gross license receipts actually received by Shrelp! for advertising images licensed to client and contributor will be entitled to 50% of gross license receipts actually received by Shrelp!</p> <p>2. "Gross License Receipts" means</p> <ol style="list-style-type: none"><li>1. with respect to all licenses for accepted images, the amounts charged by Shrelp! to each of their clients and actually received by Shrelp! for licenses of accepted images; and</li><li>2. the amount charged by Shrelp! to each of their clients, minus any applicable taxes (excluding any taxes on the net profits</li></ol>
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	<p>of Shrelp! and any withholding taxes imposed on remittances to Shrelp! from countries outside of the united states), levies and duties, collection fees and collection expenses, shipping and insurance charges and client credits arising out of or resulting from any license of an accepted image, actually received by Shrelp!.</p> <p>3. in case any products or services contain images from a different contributor in addition to contributor's accepted images</p>
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	<p>(such as disk products or online products), the net license receipts will be determined:</p> <ol style="list-style-type: none"><li>1. according to the ratio of the number of accepted images in a product or service to the total number of images in such products or services; or, in Shrelp!'s discretion,</li><li>2. based on the relative retail value of the accepted images in a product or service compared to all other</li></ol>
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images  
used in the  
products  
or  
services.

3. Shrelp! may deduct  
the following  
amounts from  
the royalties  
payable to you  
(collectively, "Dedu  
ctions"):

1. any amounts  
that have been  
paid to you as  
an advance  
on earnings or  
royalties under  
any agreement  
with Shrelp!;
2. deductions for  
any catalog  
charges  
assessed in  
accordance  
with your  
prior informed  
consent;
3. deductions  
from the  
cancellation  
of a license  
where we  
have reported  
the original  
sale to you in  
the current

	<p>or previous royalty report;</p> <p>4. any overpayment of royalties in a prior royalty period; and</p> <p>5. any amounts that may be deducted or withheld in accordance in section 6-3-1</p> <p>2. Royalty Reports. Within thirty (30) days after the end of each calendar quarter (the "Payment Quarter"), Shrelp! will make available to you a sales statement (the "Sales Report" for transactions occurring during the payment quarter. The Sales Report will state the Royalties due to you and any Deductions.</p> <p>3. Royalty Payments. Shrelp! will make quarterly royalty payments, with payments to be made within sixty (60) days after the end of each Payment Quarter. Payments will be</p>
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	<p>made by electronic funds transfer, unless a different payment method has been agreed to. No payment will be issued unless a minimum payment of \$100 US dollars after deductions, is due to Contributor.</p> <p>4. Deductions. Shrelp! will notify you of any Deductions in a Sales Report before deducting any amounts from payments to you. Other than Royalties for Images that are improperly credited you, if Shrelp! has not notified you of any deductions within one (1) year after it has been incurred, Shrelp! waives the right to recoup that cost or charge. Shrelp! may continue to recover a cost or charge that it has previously notified to Contributor, but has not fully recovered within one (1) year after notification.</p> <p>5. Taxes. Shrelp! may withhold or deduct any tax, VAT, duty, levy or</p>
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	<p>impost of any nature ("Taxes") from any current or future sums due to Contributor if they are required to do so by any law, regulation, or treaty, excluding any taxes on the net profits of Shrelp!.</p> <ol style="list-style-type: none"><li>1. Upon request, Contributor agrees to promptly provide all necessary assistance to Shrelp! to allow Shrelp! to determine and establish Contributor's tax status. Contributor expressly agrees that he/she shall promptly provide Shrelp! with documentary evidence regarding Contributor's identity, entity status, nationality, residence or tax status as may be needed to Shrelp!' judgement, to determine, reduce or eliminate any</li></ol>
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	<p>applicable withholding or other tax, VAT, duty, levy or impost of any nature, If Shrelp! deducts or withholds any amounts under this provision, Shrelp! shall on an annual basis, send any form required by law to be sent by Shrelp! to contributor detailing the amounts so deducted or withheld for the applicable tax year.</p> <p>6. Claims. For all royalties paid on Claims, if there is more than one Image that is subject to the Claim, the net proceeds will be split prorata among all the Images subject to the Claim. Shrelp! may subtract all attorneys' fees, costs and all other expenses incurred by Shrelp! in connection with the prosecution of the Claim before calculating royalties</p>
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due to Contributor on the Claim.

7. Audit Rights. If you have concerns regarding payments or deductions that Shrelp! makes (or fails to make) to you, you may send a written inquiry to Shrelp! addressed to the attention of Photographer Relations Manager, with a request for information used to determine the amount of the payment or deduction. Shrelp! will use commercially reasonable efforts to respond to your inquiry within ninety (90) days and will cooperate with you to resolve your concerns in a timely manner.

1. If you dispute any payments or deductions made to you, you may employ a certified, chartered or licensed accountant or licensed financial advisor to audit the financial documents reasonably related

	<p>to the payments made to you during the specified audit period. Shrelp! will honor one audit request per calendar year, upon ninety (90) days' prior written notice. The audit will occur on a date and at a location to be mutually agreed to by the Parties, during normal business hours.</p> <p>2. Contributor will be responsible for paying the costs of any audit, unless the audit reveals that Shrelp! has underpaid Contributor by more than ten percent (10%) of the gross monies due to Contributor before taxes, cancellations and any other deductions or withholdings. In those instances, Shrelp! will reimburse</p>
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	<p>Contributor for the actual and reasonable auditor's fees, evidenced by the auditor's invoice. If an underpayment is discovered in an audit, Shrelp! will pay contributor interest based on the average on month LIBOR rate as published by the British Banks Association for the period under audit on the mount due from the date payment was due and should have been made to Contributor, will correct the books and records, and will make payment of any amounts due ( subject to any applicable Deductions) within thirty (30) days after the amount due is finally determined. In the event that an audit reveals any</p>
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overpayment to Contributor, Contributor agrees that Shrelp! may deduct the amount of the overpayment from the Contributor's general earnings.

8. Personal Data

Transfer. You understand and agree that information that you may provide to Shrelp! or that Shrelp! may acquire during the term of this Agreement (or, in the case of models, to service this Agreement) may be retained indefinitely, and may be stored, Accessed and used in jurisdictions whose privacy laws may be different and less protective than those of your home jurisdiction. Shrelp! may use this information for a variety of purposes, including contacting you, servicing your contract, and assuring credit and collections. Shrelp! may disclose

	<p>this information to necessary service providers, such as payment processors, data storage providers and similar entities to provide the services they contract for. These third parties have no right to use your information for secondary purposes. These companies do not retain, share, store or use personally identifiable information for any other purposes; they are prohibited from using your personally identifiable information for any other purpose. Information about you, including personal information may be disclosed as part of any merger, a sale of the company assets or acquisition, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of the business assets of the</p>
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company. Shrelp! reserves the right to disclose your personal information if required to do so by law, or in the good-faith belief that such action is reasonably necessary to comply with legal process, respond to claims or protect the right, property or safety of our company, employees, customers or the public. without your prior permission, Shrelp! will not use your personal information in a manner not described above.

6.

**Section 6.  
Representations  
and Warranties;  
Indemnification;  
Limitation of Liability**

1. Mutual Representations and Warranties. Each party warrants and represents to the other party that it has full corporate power, authority, and resources to enter into this Agreement and carry out its obligations

	<p>hereunder.</p> <p>2. Representations and Warranties. You represent and warrant to Shrelp! that:</p> <p>1. Rights in Images. All Images that you have submitted are your original work. You must obtain Shrelp!' prior written consent before submitting any Images that are not your original work. You have sufficient rights, title and interest in all Images necessary to grant Shrelp! the rights set forth in this Agreement, including, any necessary approval, consent, authorization, clearance, release or license of any Third Party (collectively, "Authorizations"). If agreed upon in advance with Shrelp!, you may submit Images</p>
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	<p>that require Authorizations from Third Parties, provided that you inform Shrelp! in writing of any such required Authorizations at the time of submission. Shrelp!</p> <p>2. Valid Releases. The model, the model's legal guardian (where the model is a minor) and the property owner of property depicted has fully executed and delivered to you a model and/or property release provided to you by Shrelp! and in accordance with the Submission Requirements for each Image Requirements for each Image submitted to Shrelp! and you have provided true copies of each release(s) to Shrelp!. if the form of release you</p>
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	<p>have submitted is not substantially similar to the Shrelp!' form, they must meet all of Shrelp!' standards for releases set forth in the Submission Requirements and with respect to such releases you represent and warrant that the release you have submitted is valid and enforceable under applicable law.</p> <p>3. No Infringement. To the best of your knowledge after due investigation, the Images prior to modification or re-captioning by Shrelp!, do not infringe upon any copyright, database rights, moral rights, trademark, design patent, patent, trade dress, trade name, service mark or any other intellectual</p>
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	<p>property rights, publicity rights or privacy rights of or defame, or infringe any other rights of any Third Party, and no claim of any of the foregoing has been made.</p> <p>4. No Viruses available virus protection programs to ensure that the Images do not contain viruses, Trojan Horses, worms, time bombs, or other similar harmful or deleterious programming routines.</p> <p>5. Accuracy of Caption Information. The caption information you have provided is accurate and complete and the proper copyright notice is affixed for each Image, in accordance with the Submission Requirements.</p> <p>6. The representations</p>
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	<p>and Warranties you have made above will apply to Images that you submit on or after the Commencement Date.</p> <p>3. Indemnifications.</p> <p>1. Indemnification by Contributor. You agree to promptly defend, indemnify and hold harmless Shrelp!, and Clients; end users and their Released Parties (defined below) from all Costs arising from, relating to, or in connection with, an actual or alleged breach by you of any representation, warranty or covenant made by you in this Agreement. You agree that Shrelp! may retain any amounts due to you under this Agreement or any other agreement you may have</p>
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	<p>have with Shrelp! to the extent Shrelp! is owed any sum under this section 6.3-1. The "Released Parties" means an entity's officers, directors, employees, representatives, agents and assignees.</p> <ol style="list-style-type: none"><li>1. You will not be liable for Costs arising from<ol style="list-style-type: none"><li>1. modifications by Shrelp! of information supplied by you in accordance with the Submission Requirements in effect at the time of submission</li><li>2. use of any Accepted Image in a manner not permitted</li></ol></li></ol>
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	<p>by the terms of this Agreement, or any other applicable agreement ;</p> <p>3. any Claims relating to composites created by Shrelp! for marketing purposes where the dispute or claim arises solely out of the composite and not the underlying Accepted Image;</p> <p>4. claims that arise solely from the absence of a valid release for an Accepted Image</p>
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	<p>that:</p> <ol style="list-style-type: none"><li>1. you mark "No Release" or "No Release Required" in accordance with the Submission Requirements in effect at the time of submission; or</li><li>2. where the release you submitted complied with the</li></ol>
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	<p>Submission Requirements in effect at the time of submission, but where a subsequent change in the law has rendered the release invalid or inadequate to defend against the claim giving rise to</p>
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	liability. If you are subject to an indemnification claim by Shrelp!, you may request Shrelp! to discontinue licensing an Accepted Image that is the subject of the claim, if it is likely that you will
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be  
subject  
to  
additional  
demands if  
the  
Accepted  
Image  
is not  
withdrawn.

2. Indemnification by Shrelp!. Shrelp! agrees to promptly defend, indemnify and hold harmless you and your Released Parties from all Costs arising from, relating to, or in connection with an actual or alleged breach by Shrelp!, of any representation, warranty or covenant made by Shrelp! in this agreement.
3. Coordination. The Party being indemnified ("Indemnified

	<p>Party") agrees to provide the party providing indemnification ("Indemnifying Party") prompt written notice of any claim that is subject to indemnification. The failure to promptly notify an Indemnifying Party will not affect Indemnifying Party's obligations except to the extent that such delay prejudices the ability of Indemnifying Party to defend claim. Indemnifying Party will have the right to defend against any claim with counsel of its own choosing and to settle the claim as it deems appropriate, provided that it will not enter into any settlement that adversely affects Indemnified</p>
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	<p>Party's rights without Indemnified Party's prior written consent. Indemnified Party agrees to provide reasonable cooperation with Indemnified Party's prior written consent. Indemnified Party agrees to provide reasonable cooperation with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party's expense.</p> <p>4. Limitation of Liability. Except for breaches of confidentiality obligations, neither Party shall be liable to the other for any indirect, incidental, consequential, punitive, or special damages arising from or related to conduct or performance under this Agreement, even if a Party has been advised of the</p>
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possibility of such damages. If, despite this limitation, liability is imposed on Shrelpl, for any reason (including the claimed invalidity of the exclusion of liability or proof of gross negligence or willful misconduct), in no event shall Shrelpl' (including any of their officers, directors, employees, Representatives and agents) and assignees' liability for any loss or damage for failure to return Images exceed Twenty-Five United States Dollars (US\$25) per Image or One Thousand United States Dollars (US\$1,000) in the aggregate for all Images submitted by Contributor, regardless of the number of claims.

**7. Section 7. Confidentiality**

1. A party that receives Confidential Information (the "Receiving Party") from the other Party (

	<p>the "Disclosing Party"), agrees not to disclose such Confidential Information to any Third Party or use any of the Confidential Information except as necessary to perform its obligations under this Agreement. The Receiving Party agrees to return all Confidential Information to the disclosing Party upon request. If a Receiving Party is required by a competent legal authority to disclose Confidential Information, the Receiving party shall provide the Disclosing Party with prompt notice prior to disclosure so that the Disclosing Party may seek judicial protection. The Receiving Party may also share Confidential Information with its professional advisers under an obligation of confidentiality for the purpose of obtaining professional advise.</p>
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	<p>8. <b>Section 8. Termination; Effect Upon Termination</b></p> <p>1. Term. The term of this Agreement ("Term") shall run for a period of (5) years following the Commencement Date. The Term shall automatically renew for successive one-year periods, unless ninety (90) days prior to the expiration of the then-current Term. Notwithstanding anything herein or otherwise to the contrary, the Term shall be subject to Section 9.</p> <p>2. Termination for Cause. If one Party commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy the breach within forty-five (45) days of receiving written notice of the breach, the other Party immediately terminate this Agreement at any time by giving written notice of termination to the breaching Party.</p> <p>3. Termination for</p>
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	<p>Insolvency. If Shrelp! photography business</p> <ol style="list-style-type: none"><li>1. is liquidated or dissolved;</li><li>2. makes any arrangement or composition with its creditors generally; or</li><li>3. has a secured party of Shrelp! take possession or control of all or substantially all of the Accepted Images, and the taking of possession or control is not terminated within ninety (90) days, then Contributor will have the right, on thirty (30) days ' written notice to Shrelp!, to terminate this Agreement.<p>Subject to applicable bankruptcy law, Shrelp! will use reasonable efforts to return Contributor's analog Images, assuming any</p></li></ol>
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	<p>analog Images were submitted and not returned, in Shrelp!' possession or control to Contributor in accordance with this Section 8 and subject to Section 3.4 , above. Notwithstanding anything to the contrary, neither Shrelp! will return any digital Image nor do they have any obligation to do so. Contributor may not terminate this Agreement as described above where Shrelp! seeks protection from creditors pending reorganization, under Chapter 11 of the U.S. Bankruptcy Code or any similar or equivalent provision of law.</p> <p>4. Survival of Licensing Rights</p> <p>1. Survival of Unexpired</p>
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	<p>licenses. Within sixty (60) days after the expiration or termination this Agreement, Shrelp!</p> <p>2. Survival of Granted Licenses, Renewals. If Shrelp! has granted a license that extends past the termination date or expiry of this Agreement, Shrelp! will have the right to renew the license on substantially the same terms provided that the renewal license is issued within ninety (90) days following the termination date and has notified Shrelp! in writing of the details do not conflict with the license granted by the Contributor.</p> <p>3. Survival of Licensing Rights for Images Created Under an Advance on Royalties.</p>
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	<p>If Contributor has received and advance on royalties for any Images that has not been fully recouped by Shrelp! at the time of termination or expiration of this Agreement, Shrelp! will have the right to continue licensing any or all of the Accepted Images until the amount of the advance has been fully recouped.</p> <p>5. Return or Destruction of Images Upon Termination. If Shrelp! has accepted Images in analog format, Shrelp! will reasonably attempt to return to Contributor (at his/her last address notified to Shrelp!) any analog Image within one-hundred twenty (120) days after all of Shrelp!' rights to grant a license (or renewal license) have expired. For all other analog Images, Shrelp! will return the image within</p>
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four (4) years following such date, subject however to Section 3.4, above.

1. After the expiration of Shrelp!'s rights to offer or renew a license, Shrelp! will reasonably attempt to promptly destroy or cause the prompt destruction of all analog duplicate and digital files of Accepted Images, composites created by Shrelp! using only Accepted Images (including all copies, but excluding, for greater clarity marketing materials and copies made as a result of routine backups of Shrelp!'s systems) \_ within the control of Shrelp!, and will certify to Contributor, upon request, that it has

done so.  
Notwithstanding anything to the contrary, Shrelp! will return any digital Image nor do they have any obligation to do so.

6. Continuing Obligations. Regardless of the expiration or termination of this Agreement, Shrelp! will continue, to account for and pay any amounts due to you for all licenses granted pursuant to this Agreement.
7. Retention of Records. You agree to maintain accurate records such as model releases, contracts and shoot details regarding each Accepted Image for so long as a license or a renewal license for the Accepted Image is outstanding, including information related to your representations, warranties and covenants contained in this Agreement.
8. Surviving Provisions.

	<p>The expiration or termination of this Agreement will not affect the accrued rights and obligations of the Parties existing at the date of expiration or termination. Sections 1, 2.4, 2.5, 2.6, 3.4, and 5 through 10, will survive any expiration or termination of this agreement. Additionally any matter arising under this Agreement that by its nature is required to be performed or apply after the term of this Agreement shall survive the termination or expiration of this Agreement.</p>
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9. **Section 9. Miscellaneous**

1. Entire Agreement; Waiver. This Agreement constitutes the entire agreement among the Parties and relating to its subject matter and may not be amended modified or terminated except by an instrument in writing signed by an authorized



	<p>representative of each Party. Any terms or conditions typed or handwritten on the face of this Agreement by Contributor shall have no force or effect. If a Party waives any provision of this Agreement in any instance, the waiver in such an instance shall not be deemed to be a continuing waiver, and no waiver by either Party shall prevent such party from enforcing any and all other provisions of this Agreement.</p> <p>2. Assignment.</p> <p>Contributor shall not assign its rights and obligations, or delegate its duties, under this Agreement without the prior written consent of Shrelp!, which consent will not be unreasonably withheld. However, Contributor may assign this Agreement, after prior written notice to Shrelp!, to a corporation or to a</p>
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	<p>trust controlled by Contributor or for the sole benefit of Contributor or Contributor's immediate family without obtaining prior written consent from Shrelp! provided that Contributor also assigns or licenses such corporation or trust such rights and powers as are necessary to allow the Agreement and to allow Shrelp! to exercise fully its rights and discharge its obligations under this Agreement. Any such assignment shall be null, void and of no effect if</p> <ol style="list-style-type: none"><li>1. the assignment is not done in accordance with this section 10.2 or</li><li>2. at any time such assignee corporation or trust ceases to be controlled by Contributor or for the sole benefit of Contributor or Contributor's</li></ol>
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	<p>immediate family.</p> <p>3. Shrelp! may assign its rights, obligations and duties under this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with Shrelp! or to any corporations, limited liability company or other legal entity formed and owned or controlled by Shrelp! LLC, as part of a merger, reorganization or sale of assets by Shrelp!. Shrelp! may also assign this agreement to a buyer of all or substantially all of its assets.</p> <p>3. Nature of Relationship. The Contributor agrees that he/she is an independent contractor. The Parties expressly acknowledge and agree that their relationship is not one of partnership,</p>
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	<p>employment, joint venture, principal-agent or any other legal identity, and that the Shrelp! has no obligation to find or offer employment to Contributor.</p> <p>4. Compliance with Applicable Laws. In performing this Agreement, each party will comply with all applicable laws, regulations and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Neither Party will take any actions that may cause the other Party to be in violation of any law.</p> <p>5. Governing Law and Arbitration. This Agreement will be construed and enforced in accordance with the laws of the State of California, excluding its laws relating to conflict of laws. Any dispute arising out of or in connection with this Agreement shall be</p>
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	<p>finally settled under the Commercial Rules of the American Arbitration Association ("AAA") or International Chamber of Commerce ("ICC") in Los Angeles, California, U.S.A.; London, England; Paris France; or Frankfurt, Germany. Shrelp! may select the applicable rules and the venue. The award rendered by the arbitration panel shall not be subject to any appeal in any court. The substantially prevailing Party will be entitled to recover its reasonable external attorneys' fees, all associated expenses, and accounting costs. If both Parties prevail on particular claims, or defenses of a claim, then each Party will be entitled to the attorney fees for those claims it successfully asserts or defends, and the awards will be offset.</p> <p>6. Further Assurances. Each Party will, and</p>
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	<p>will use its reasonable efforts to cause any Third Parties to, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect to this Agreement. The undersigned each warrants and represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she has signed.</p> <p>7. Notices. The Parties shall provide all notices, requests, demands, and other communications under this Agreement in writing. Notice will be effective:</p> <ol style="list-style-type: none"><li>1. at the time of delivery, if personally delivered;</li><li>2. upon receipt of confirmation of transmission, if delivered via facsimile or email;</li><li>3. one day after</li></ol>
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	<p>deposit for delivery, if delivered via overnight courier; and</p> <p>4. 72 hours after deposit for delivery if mailed first class, postage prepaid, return receipt requested and returned.</p> <p>Notices to Contributor should be sent to Contributor at the address set forth below and notices to Shrelp! should be sent to <a href="#">(Address)</a>, email: <a href="mailto:info@shrelp.com">info@shrelp.com</a>. Either Party may designate an alternative address for notices at any time in writing by notice to the other.</p> <p>8. Contract Execution; Fax Signatures. This Agreement may be executed in writing and/or electronically. Either Party's signature may be submitted electronically or by</p>
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facsimile transmission to the other and the Parties agree to be bound by their facsimile or electronically submitted signature.

10. **Section 10: Licensing**

1. By using any images from this web site you signify your agreement to the comp license (Section 11).
2. Shrelp! Images licenses images on behalf of professional photographers and illustrators; free use of these images is not allowed except for "comp" (comprehensive layout) use.
3. For any other type of use, including, but not limited to non-profit or personal use, you must purchase a license directly from the site.
4. If you use any image(s) from this web site in a manner not compliant with the comp license (Section 11) you agree to pay 10 times the license for any unauthorized use per image. This includes,



but is not limited to:  
use on a personal  
web page; use on a  
commercial web page;  
posting the image or  
image link to a web site  
forum; displaying the  
image publicly.

11. **Section 11: Comp  
License**

1. Shrelp! Images  
Comp Image License  
Agreement

THIS IS A LEGAL  
AGREEMENT BETWEEN  
YOU ("LICENSEE")  
AND SHRELP! IMAGES  
("LICENSOR").  
THIS AGREEMENT  
APPLIES TO IMAGES  
DOWNLOADED FROM  
THE SHRELP! IMAGES  
WEB SITE AND  
AFFILIATED WEB SITES  
AS WELL AS IMAGES  
RECEIVED FROM  
SHRELP! IMAGES FOR  
WHICH A LICENSE  
HAS NOT BEEN  
PURCHASED.

1. Grant of License.  
Shrelp! Images  
grants to you, for  
a period of thirty  
(30) days, a non-  
exclusive, non-

	<p>transferable and non-assignable right to use the image for comp, test or sample use in layouts or publishing projects.</p> <p>2. Restrictions.</p> <ol style="list-style-type: none"><li>1. The image may not be published or distributed in a commercial manner.</li><li>2. The image may not be distributed in any manner except as part of the test or comp use.</li><li>3. If Licensed Material featuring a person is used in connection with a potentially damaging, unflattering or controversial subject, you must include a statement that indicates the person is</li></ol>
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	<p>a model and is used for illustrative purposes only.</p> <p>3. Additional Usage and Licensing. No additional use is implied, promised or guaranteed. Contact Shrelp! Images for any additional use beyond the scope of this agreement.</p> <p>4. Expiration. The license authorized by this Agreement will terminate after 30 days without notice from Shrelp! Images or if licensee uses the image outside the scope of this license.</p>
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## Privacy Policy

Description:

Keywords:

	<p><b>Shrelp! Privacy Policy</b></p> <p><b>Revised July 20, 2009</b></p> <p>Shrelp! is committed to protecting your privacy. This privacy policy tells you about our online collection and use of data. The terms of this policy apply to entire Shrelp!</p>
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	<p>website.</p> <p>This Privacy Policy describes how Shrelp! strives to protect the privacy of: (i) artists or owners who create and submit Content for distribution (our "Makers"); (ii) talent whose image or likeness is depicted in video or photographs displayed on our site or sites (our "Riders"); (iii) visitors to our site(s) searching for content available to be licensed for personal or company use in advertising, editorial, educational, display, and other uses offered by Shrelp! (our "Buyers"); and (iv) our members (those Makers, Riders, or Buyers) who register with Shrelp! and create an account (our "Members").</p> <p>By using this website you acknowledge that you understand and agree to the terms and conditions of this policy. This website is owned by Shrelp! LLC and is accessible in the United States as well as worldwide. Information collected may be retained, and may be stored, processed, accessed, and used in jurisdictions whose privacy laws may be different and less protective than those of your home jurisdiction.</p> <p><b>Collection of Personal Data</b></p> <p>When you visit this website, anonymous information such as IP address, browser type, referring website, keywords, language, click paths, date and time, and geographical location may be collected automatically and stored in Shrelp!'s database of user research. Additional information may also be collected such as pages viewed, searches made, links you click, and other actions you take on our website.</p> <p>We may combine this information with personally identifiable information that you provide. You may choose to not provide personally identifiable information however certain features, products and services may</p>
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	<p>not be available to you. Personal information such as username, password, first and last name, mailing address, phone number, email address and other information is collected during registration. Credit card information, billing address, paypal account and other financial information is collected to process transactions related to the website and any services or products you purchase or access.</p> <p>Demographic information such as age, hobbies, gender, income, company, etc may be collected and combined with or in part any other information collected.</p> <p><b>Why do we collect your information?</b> Shrelp! collects information for research and development of the website. We are constantly improving our products and services and the information we collect helps us to make these improvements for our Members.</p> <p>We also use your personally identifiable information to communicate with you. We may send transaction related letters and emails. We may also send you surveys, newsletters, and other marketing communications to inform you of new or updated products and services that may be of interest.</p> <p>Personal information collected by Shrelp! may be stored and processed in the United States or any other country in which Shrelp! or its affiliates, subsidiaries, contractors or agents maintain facilities, and by using our sites or services, you consent to any such transfer of information outside of your country.</p> <p><b>Sharing your personal Information</b> Except as disclosed in this privacy policy, Shrelp! does not share your personal information with any outside parties.</p> <p>We may share your personal information with service providers who perform services on our behalf. For example, we may hire other companies to handle the processing of payments, to provide data storage, to host websites, to fulfill orders, to assist</p>
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	<p>in direct marketing, to conduct audits, etc. Those companies will be permitted to obtain only the personal information they need to provide the service. They are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose.</p> <p>Information about our customers, including personal information, may be disclosed as part of any merger, acquisition, or sale of the company and/or its assets, as well as in the unlikely event of insolvency, bankruptcy, or receivership, in which personal information would be transferred as one of the business assets of the company. We will notify you of such an occurrence as described in the "Changes to this privacy policy" section below.</p> <p>We reserve the right to disclose you personal information if required to do so by law, or in the good-faith belief that such action is reasonably necessary to comply with legal process, respond to claims, or protect the rights, property or safety of our company, employees, customers, or the public.</p> <p><b>Accessing Your Personal Information</b> If you would like to review or revise information that you previously provided to us, you may access your information in the "My Account" section of the website. Your Account Executive can also assist you in making any changes, as well as in exercising your right to have your personal information deleted. If you need additional assistance, please contact us at <a href="mailto:info@shrelp.com">info@shrelp.com</a>. You can expect a response from us within 48 hours. Please be advised that you cannot change your username without re-registering.</p> <p><b>Personal information preferences</b> Shrelp! respects your right to make choices about the use and disclosure of your personal information. If at any time you decide that you do not want to receive marketing communication from us, please let us know by: (1) checking or unchecking the appropriate box on your online registration form or the "My Profile" page of the website;</p>
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or (2) contacting Shrelp! at [info@shrelp.com](mailto:info@shrelp.com). If you choose not to receive marketing communications, please be advised that you will continue to receive transactional or account communications.

**Use of cookies and other technologies**

Shrelp! uses "cookie" to enable you to sign into our services and to help personalize your online experience. A cookie is a small text file that is placed on your hard drive. Cookies contain information, including personal information that can later be read by a web server in the domain that issued the cookie to you. The information that cookies collect includes the date and time of your visit, your registration information, and your navigational and purchase history. Cookies offer you many conveniences. They allow us to identify registered users when they return to the site so that they can retrieve previous image search results, access Lightboxes and view their previous invoices. Cookies also save you the time by eliminating the need to repeatedly enter the same information.

**Security of Your Personal Information**

The security of your personal information is important to us. We follow generally accepted industry standards to help protect your personal information. For instance, when you enter sensitive information (such as a credit card number) on our registration or order forms, we encrypt that information using secure socket layer (SSL) technology. No method of transmission of the internet, or method of electronic storage is 100% secure. Therefore while we strive to protect your personal information, we cannot guarantee its absolute security. It is your responsibility to protect your account and password and keep them confidential.

**Forums and other interactive services**

Our websites may include discussion forums or other interactive areas or services, including blogs, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services in which you or third parties create, post or store any

	<p>content, messages, comments, materials or other items on the sites ("Shrelp! Website"). If you use a Shrelp! Website, you should be aware that these areas are open to the public and any personal information you post or provide at registration may be viewable by others. We are not responsible for personal information you submit in connection with the Shrelp! Website, nor are we responsible for how others might use that information, including to send you unsolicited messages. Shrelp! Website postings may be retained indefinitely. If at any time you would like to remove a posting, please email us at <a href="mailto:info@shrelp.com">info@shrelp.com</a>. Keep in mind that removal of a posting from a Shrelp! Website does not mean that the posting will be deleted from our systems.</p> <p><b>Children</b> We do not intend to solicit or collect personal information from anyone under the age of 18. If you are under 18 you should not use or enter information on this site, including without limitation, any Shrelp! Website content.</p> <p><b>Links</b> We may link to websites, including those of our third-party content providers, that have different privacy policies and practices from those disclosed here. We assume no responsibility for the policies or practices of such linked sites, and encourage you to become acquainted with them prior to use.</p> <p><b>Changes to this privacy policy</b> We reserve the right to change the terms of this privacy policy at any time. When we make changes, we will revise the last updated date at the top of the policy. If there are material changes to this statement or in how Shrelp! will use your personal information, we will notify you by prominently posting a notice of such changes here or on our homepage, or by sending you an email. We encourage you to review this policy whenever you visit our website.</p>
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Private Sale Explanation



A private sale is available for photographers that like to do their own selling. Marking an image as private sale keeps it from public view. People searching the website do not see a photo marked as private sale. Create a collection of photos in your account. You then send a link of your collection to your client. Your client can view a preview of each image in the collection. Your client can then contact you about setting up the contract, licensing fees and model release. After the contract has been agreed upon you enter the billing amount into Shrelp. After the buyer makes a payment to your Shrelp account in full, we release the high res file to your client and release your payment to you. Your client will not get access to the file until we have received their payment in full.

#### Shrelp Fees

The photographer sets the image price. Shrelp charges 10% to the transaction price. For example if your final price with your client is \$500 then Shrelp's fee would be \$50. The photographer's payment would be \$450.

To be continued...

