

This Contributor Agreement is made and entered into by and between any registered User of the Site who desires to upload, display, and offer licenses for their digital content and Eezy LLC d/b/a Vecteezy, a Kentucky limited liability company with its principal office located at 2413 Nashville Road, Suite B13, Bowling Green, Kentucky, 42101, United States of America, and its parents, subsidiaries and related and affiliated entities.

This is a binding legal agreement. Please read it carefully and be sure you understand it fully.

## 1. DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

**Agreement:** This Contributor Agreement, which governs the terms by which graphic designers, photographers, filmmakers, and other content providers license his/her vector images, photographs, videos and other digital content to Vecteezy and its Users and Partners through the Site.

**Contributor or you:** any registered User of the Site who desires to upload, display, and offer licenses of his/her digital content and who is an author of, or possesses all rights to, Files that he/she Uploads to the Site for displaying, transmitting and/or licensing to Pro Members or Free Users.

**Download:** the act of a User causing the Site to transmit a File to the User pursuant to the Vecteezy License Agreement and Terms of Use; also, any File so transmitted.

**Exclusive File:** any File that is displayed, transmitted and licensed exclusively through the Site or through Partners.

**Exclusive Contributor:** any Contributor who displays and licenses his/her files exclusively through the Site or through Partners.

**File:** any vector image, photo, video, other digital content or other material that is displayed on the Site, together with its descriptive information, and all other necessary documentation (e.g., a model release or property release).

**Free User:** a User who is not registered to license rights to use Files displayed by and transmitted from the Site.

**Net Revenue:** Gross revenue received by Vecteezy from a User who subscribes to Vecteezy or purchases credits from Vecteezy, less all fixed expenses, calculated on a monthly basis. Fixed expenses include, but are not limited to, taxes (including VAT, GST and other transactional taxes paid by Vecteezy or the User), refunds, charge backs, affiliate costs, costs Vecteezy incurs in relation to services offered as part of the Vecteezy subscription (including, without limitation, amounts Vecteezy agrees to pay to third party service providers and other costs Vecteezy incurs in making those services available to Users), costs Vecteezy incurs in acquiring, commissioning or licensing content for Vecteezy from Users, discounts and promotional offers, and payment processing fees. Net Revenue is calculated in US dollars. Revenue received or expenses incurred in currencies other than US dollars will be converted to US dollars prior to the calculation of the Net Revenue.

**Partner:** any affiliate, related entity or third party who contracts with Vecteezy for the purpose of displaying, transmitting and/or licensing Files, optimizing the performance and operation of Vecteezy's platforms and services, or developing new features and products.

**Person:** an individual, corporation, limited liability company, joint venture, partnership, governmental unit, unincorporated organization, trust, association, or other entity, or that person's principals, employees, agents and representatives.

**Pro Member:** a User who is registered to license, whether by subscription, purchasing credits or any other method, rights to use Files displayed on and transmitted from the Site.

**Site:** any internet website owned or operated by Vecteezy, including but not limited to <https://www.vecteezy.com>, and including the accompanying hardware, software, databases, files, interfaces, algorithms, registered users and their data.

**Upload:** the act of a Contributor transmitting a File to the Site for the purpose of displaying, transmitting and/or licensing the File to Pro Members and/or Free Users; also, any File so transmitted.

**User:** any Person who agrees to the terms of the Vecteezy License Agreement and any Person to whom a sublicense is granted by Vecteezy. There are three types of Users: Free Users, Pro Members, and Contributors.

**Vecteezy:** Eezy, LLC d/b/a Vecteezy and all of its parents, subsidiaries and related or affiliated entities.

## 2. GENERAL PROVISIONS

This Agreement sets out the terms of the legal relationship between Vecteezy as operator of the Site and you, as a Contributor of Files to the Site. Under this Agreement, Contributor licenses Vecteezy to display and sublicense Contributor's Files, on either an exclusive or non-exclusive basis. Upon acceptance of the terms and conditions of this Agreement, Contributor may Upload Files for display on the Site, subject to the terms and conditions of this Agreement for each File Uploaded. By checking the box "I have read and agree to the terms of the contributor agreement" during the registration process, Uploading Files or allowing others to Upload Files to the Site on your behalf (whichever occurs first), you agree to be bound by the terms and conditions of this Agreement and you make the representations and warranties set out in this Agreement, including that you are 18 years of age or older and are lawfully able to enter into and perform a legally binding contract. This Agreement remains in effect until terminated in accordance with the terms set out in this Agreement. If any of the terms or conditions set out in this Agreement are unacceptable to Contributor, he/she should terminate this Agreement in accordance with the procedure set out below.

This Agreement also incorporates by reference the Vecteezy License Agreement, the Terms of Use and information provided by you during registration. You acknowledge that you have read, understand and agree to the terms of the Vecteezy License Agreement and the Terms of Use. In the event of a conflict between this Agreement, the Vecteezy License Agreement and the Terms of Use, the order of precedence will be 1) this Agreement, 2) the Vecteezy License Agreement, and 3) the Terms of Use.

## 3. SUBMISSION OF CONTENT

a. Vecteezy sublicenses Files through the Site. By Uploading Files, you authorize Vecteezy to grant licenses to Users to use your Files, in accordance with the terms and conditions of the Vecteezy License Agreement and the Terms of Use, and further authorize Vecteezy to enter into agreements with other Persons, including but not limited to Partners, for display and licensing of your Files for any reasonable business purpose, including to sublicense your Files, to optimize the performance and operation of Vecteezy's platforms and services or to develop new features and products. As a Contributor, you may submit any Files to the Site except as prohibited under the Vecteezy License Agreement, the Terms of Use or this Agreement, or as otherwise prohibited by law. You use the Site at your own risk. Vecteezy does not act as an agent for Contributor or Users, and does not make any representations or warranties with respect to the quality, title, or legality of the Files, or the truth or accuracy of listings associated with the Files. Accordingly, you hereby irrevocably and unconditionally release and waive any and all claims, demands and damages (whether compensatory, punitive, special or consequential) of every kind and nature, known and unknown, that you may have or assert against Vecteezy relating to or arising out of the licensing or the use of the Files.

b. By uploading Files to the Site, You understand and agree that Users who wish to use your Files will Download the Files from the Site, may make broad use of such Downloaded Files and are under no obligation to inform Vecteezy or you of the uses made of any Content.

c. Once you have agreed to the terms of this Agreement, provided all required information, and verified that you have met all submission guidelines, you may Upload Files to the Site, in accordance with the Frequently Asked Questions for Contributors ("FAQs for Contributors"), and other Contributor guidelines (collectively "Contributor Submission Guidelines") available on the Site and incorporated herein by this reference. All Files that you Upload must be provided in accordance with Contributor Submission Guidelines or as otherwise directed by Vecteezy.

d. During the term of this Agreement and while your account is active, you may request the removal of particular Files from the Site at any time; provided, however, that Files may persist in a User's download history for up to sixty (60) days and will remain available for Download and sublicensing by such User for that sixty (60) day period. Files may also appear for a longer period on Partner websites. Vecteezy will use reasonable efforts to cause Files to be removed from the sites of any Partners within sixty (60) days after the removal from the Site; provided, however, that Vecteezy will have no liability to you if its reasonable efforts do not result in removal of the File. You acknowledge and agree that Vecteezy and its Partners may continue to license the Content in accordance with this Agreement until the Files are removed. You also acknowledge and agree that Files that have been sublicensed to a User prior to removal from the Site will remain licensed to the User in accordance with the terms of the Vecteezy License Agreement and the Terms of Use. A request by you to remove all or substantially all Files from the Site and/or to terminate your account constitutes written notice of termination of this Agreement and the provisions of Section 13 will apply to removal of Files.

e. Contributor may Upload Files of different formats on the Site using internal Vecteezy tools or other tools approved by Vecteezy (e.g., FTP). Vecteezy has sole discretion to determine which Files submitted by Contributors will be displayed on the Site. In addition, both parties agree that all Files Uploaded by Contributor are subject to the terms of this Agreement, the Vecteezy License and the Terms of Use.

#### **4. REQUIREMENTS FOR ALL UPLOADED FILES**

By Uploading a File, Contributor agrees, represents and warrants that:

- Each Uploaded File has never been used and would never be used by Contributor for the creation of logotypes, trademarks or registered trademarks, whether for personal use or for third party use;
- For any object, work or creation (work of art, toy, handmade work, etc.) subject to rights or permissions regarding the commercial use of its image that is depicted in any Uploaded File, Contributor has obtained all necessary written permissions and clearances for the use of that image in the File, copies of which must be Uploaded with the File. If you have not done so, you must designate the File for “Editorial Use Only.”
- For all Files containing images of people or private property, Contributor has obtained all necessary model releases or property releases, copies of which must be Uploaded with the File. If you have not done so, you must designate the Files for “Editorial Use Only.”

## **5. REQUIREMENTS FOR EXCLUSIVE FILES**

If Contributor chooses to be an Exclusive Contributor, Contributor agrees to license his/her Files only on Vecteezy's Site. If Contributor's Files to be Uploaded to the Site as Exclusive Files are displayed on any other stock licensing or similar sites, Contributor shall remove his/her Files from all other sites before he/she will be eligible to become an Exclusive Contributor to Vecteezy. A Contributor that wishes to become an Exclusive Contributor must send a request to Vecteezy's support service. Vecteezy shall have sole discretion to determine whether to approve a Contributor to become an Exclusive Contributor.

Contributor shall not sell, assign, display, license, or transfer Exclusive Files outside the Site. Notwithstanding the foregoing, an Exclusive Contributor may display Exclusive Files on his/her own Site for artistic purposes (and not for potential sale, transfer or licensing), provided, however, that any such Exclusive Files are clearly marked as exclusively available only on Vecteezy's Site.

## **6. GRANT OF RIGHTS**

You will retain ownership, including all copyright rights except for those granted in this Agreement, of all Files you submit to the Site. You are not granted any ownership, rights or licenses in or to any the Site or any materials or Files displayed on the Site except for your Files.

Contributor hereby grants Vecteezy during the term of this Agreement, a worldwide right and license to reproduce, use, prepare derivative works incorporating, publish, republish, exhibit, display publicly, compress, transfer, alter, or modify Files, as well as the right and license to create and distribute prints or copies created using different technologies.

Contributor also grants to Vecteezy, during the term of this Agreement, the right and license to grant to Users or Partners a worldwide, exclusive or nonexclusive, sublicense of any of the rights granted and licensed to Vecteezy under this Agreement and in accordance with the Vecteezy License Agreement and the Terms of Use.

Contributor also grants Vecteezy a worldwide, non-exclusive right to use your name, display name and Files in connection with Vecteezy's marketing and promotional activities without the payment of any compensation to you. Vecteezy has no obligation to undertake any such activities, and it will have no liability to you if it does not.

Contributor acknowledges and agrees that Vecteezy may display or license the use of Files through the Site or through Partners and their sites. Contributor acknowledges and agrees that Vecteezy may enter into agreements with Partners which may include granting Partners the right to access Files from the Site through the Partners' own program interfaces (API) or any other means approved by Vecteezy, provided such access is in accordance with the terms of this Agreement, the Vecteezy License Agreement and the Terms of Use.

Contributor expressly waives any and all moral rights or artist authorship rights in the Files, including but not limited to all rights of attribution and integrity, that you may have under any applicable law in any jurisdiction.

## **7. MATTERS OF INTELLECTUAL PROPERTY**

Contributor shall not Upload any Files or descriptive information that violates the ownership or intellectual property rights of any Person, including but not limited to any copyright, patent, trademark, or property rights under any applicable law.

Nothing in this Agreement grants Contributor any right or license to use any of Vecteezy's trademarks, service marks, logos, tradenames, Internet domain names, or other indications of origin now or in the future used by Vecteezy in any way.

You hereby grant Vecteezy the right and authority to take such steps as Vecteezy, in its discretion, deems reasonable to protect its rights in the Files and to respond to any claim that a File violates the copyright, trademark or other intellectual property or legal rights of third parties, which may include removing the File from the Site. You acknowledge that Vecteezy may but has no obligation to pursue legal action against any alleged infringer of any of its or your rights in a File.

## **8. LOGIN AND PASSWORD**

Contributor agrees that he/she takes full responsibility for every action taken on the Site by any user logged into the Site using Contributor's unique login and password. Any transactions conducted or actions taken using your unique login and password are hereby deemed to be your transactions or actions, including any Upload to the Site, and are subject to the terms of this Agreement, the Vecteezy License Agreement and the Terms of Use.

## **9. SITE MANAGEMENT**

Vecteezy may refuse to accept or may take down from the Site any Files, including any Files that are or may be illegal, defamatory, obscene, lewd, lascivious, filthy, pornographic, excessively violent, harassing, or otherwise objectionable, or that violate or may violate this Agreement, the Vecteezy License Agreement, the Terms of Use or Vecteezy's policies or practices, or that may violate or infringe upon third party rights, as determined by Vecteezy in its sole discretion, with or without notice to Contributor.

Contributor agrees that if any of its Files are removed from the Site pursuant to the terms of the preceding paragraph, Contributor is not entitled to any compensation for that File, and Contributor will refund to Vecteezy any compensation Contributor previously received for that File, or Vecteezy may recoup any such amounts from any payments that may be due to Contributor for other Files.

Vecteezy may correct errors and edit information in Contributor's Files at Vecteezy's sole discretion.

Vecteezy reserves the right to delete Files Uploaded by Contributors to the Site, with or without notice to you, if the Files have not been Downloaded by Users for a long period of time (as determined in Vecteezy's sole discretion), or if the Files were deactivated or rejected by Vecteezy.

Contributor will not maintain more than one account at a time. If Vecteezy terminates this Agreement or your account for any reason, you must obtain prior written authorization from Vecteezy before establishing another account. Contributor shall not Upload the same File to more than one account.

Contributor shall not take any action of any kind to artificially inflate Downloads or otherwise manipulate the amount of compensation to be paid to Contributor.

## **10. CONFIDENTIAL INFORMATION**

Vecteezy may use any confidential information supplied by Contributor, including any data, programs, or Files, subject to the terms of the Privacy Policy of the Site. Contributor is solely responsible for the accuracy and completeness of all the information that he/she provides to Vecteezy.

Contributor acknowledges that certain information it may receive from Vecteezy may be confidential and proprietary to Vecteezy, and agrees that during the term of this Agreement and after the Agreement is terminated, he/she has no right to disclose or use any part of Vecteezy's confidential information, without prior written permission of Vecteezy.

## **11. ADDITIONAL CONTRIBUTOR REPRESENTATIONS AND WARRANTIES**

In addition to the representations and warranties set out elsewhere in this Agreement, Contributor represents and warrants the following:

- Contributor is over the age of 18, has the full right, power and authority to enter into this Agreement and to fully perform Contributor's obligations hereunder, is the sole and exclusive owner of the Files, has the full right, power and authority to grant all rights and licenses set out in this Agreement.
- The Files are not encumbered or subject to any claim or restriction that conflicts with the rights and licenses granted under this Agreement and are not the subject of any legal proceeding or claim, pending or threatened, that might in any way impair the rights and licenses granted by Contributor under this Agreement.
- The Files are not illegal, defamatory, obscene, lewd, lascivious, filthy, pornographic, excessively violent, harassing, or otherwise objectionable.
- Contributor will not grant rights or licenses to the Files to any Person other than Vecteezy that will conflict with the rights and licenses granted in this Agreement.
- No part of the Files Uploaded at the Site or otherwise transferred to Vecteezy contains any mechanism or means of protection that interferes with using, editing or copying said Files by means permitted in this Agreement, the Vecteezy License Agreement or the Terms of Use;
- The Files do not contain harmful program code, viruses, worms, Trojan horses, or any invasive, destructive or malicious software; they are not part of a DDoS systems; and they do not contain other mechanisms or devices designed for the purpose of or that may be used for the removal, modification, disruption, or damage of Files or the Site.

- The Files contain all necessary descriptive information to be displayed on the Site for licensing to Users, and the descriptive information is complete and accurate and does not contain false, inappropriate or contradictory metadata.
- The Files are your original works and you own all of the rights to the Files.
- The Files, as well as descriptive information included, do not infringe the ownership rights, intellectual property rights (including but not limited to copyrights), rights of privacy and publicity or any other legal rights of any Person.
- You have and will provide to Vecteezy when you Upload the Files all model releases, property releases, or other permissions or consents needed to evidence that you have the right to Upload the Files and grant the rights and licenses set out in this Agreement, or you will designate the Files “Editorial Use Only.”
- If Contributor is anyone other than an individual over the age of 18 signing this Agreement for himself or herself, the individual signing this Agreement on behalf of Contributor is fully authorized to do so and to bind Contributor.

## 12. COMPENSATION

The amount of compensation paid to Contributor may vary, depending upon the method used by User or Partners to obtain Files, the channels through which Files are made available to Users, and the terms of contracts between Vecteezy and Partners. Contributor acknowledges and agrees that Vecteezy may, in its sole discretion, determine the terms of any contracts between Vecteezy and Partners, including but not limited to any compensation to be paid to Contributor for Files licensed through Partners. Vecteezy may also, in its sole discretion, determine the pricing and other terms of subscription or credit plans for Users and other licensing arrangements with Users. Vecteezy may choose to license two or more items of Content as a bundle (“Content Bundle”).

As a Contributor, you will be paid:

- a) in the case of each File you Upload to the Site that is designated Pro, amount(s) calculated in accordance with the “subscriber share” method. Under that method, a percentage of the Net Revenue from a Pro Member’s subscription for each billing cycle is deemed the “subscriber share,” according to Vecteezy’s revenue split percentages then in effect. The “subscriber share” is then divided by the number of Pro Files that Pro Member Downloaded to determine the portion of the “subscriber share” that Vecteezy will pay to the Contributor of each File Downloaded by that Pro Member.

For illustrative examples of the “subscriber share” method, you may review Vecteezy’s [contributor knowledge center](#).

- b) in the case of each File you Upload to the Site that is designated Free, a fixed amount per 1,000 Downloads, in accordance with Vecteezy’s then-current fees set out in Vecteezy’s [contributor knowledge center](#).
- c) in the case of Files you Upload to the Site that are licensed through Partners, compensation in accordance with the terms of Vecteezy’s agreement with each Partner. That compensation may differ from the compensation set out above and may change from time to time.

- d) in the case of Content Bundles that are NOT downloaded through a Pro Member's subscription, 50% of the amount Vecteezy receives for each Content Bundle download.
- e) in the case of Content Bundles that are downloaded through a Pro Member's subscription, amount(s) calculated in accordance with the "subscriber share" method described in Section 12 (a).

Vecteezy may withhold taxes from Contributors' compensation, depending upon Contributor's country of origin, information supplied by Contributor, and information supplied by tax authorities. Contributor acknowledges and agrees that Vecteezy may and will make tax deductions and provide documentation as required by law.

Vecteezy will only pay compensation to you after accrued compensation reaches the minimum threshold payout amount of US \$25. Vecteezy will pay your compensation into the online payment account (e.g., PayPal, Payoneer) that you designate. You must use a unique payment account that belongs to you. Sharing payment accounts across multiple Contributor accounts is not allowed. If you share your payment information with another account, all associated accounts will become ineligible for payment unless you have received our written authorization. Payment will be made approximately 45 - 60 days after the end of the month in which you have reached the minimum threshold amount. Vecteezy will inform you of its supported payment methods. It is solely your responsibility to provide Vecteezy with accurate and up to date payment account information.

Your earnings will be paid to you in US dollars. You are responsible for all costs of currency conversion relating to your earnings. Your financial institution will control the conversion rate and may charge you additional fees. Vecteezy has no responsibility for the conversion rate or your financial institution's fees.

If Vecteezy makes an overpayment of compensation to you for any reason, it shall have the right to deduct the amount of that overpayment from your accrued compensation or to demand that you immediately refund the overpayment.

### **13. TERM AND TERMINATION**

The term of this Agreement shall begin when Contributor checks the box "I have read and agree to the terms of the contributor agreement" during the registration process, Uploads Files or allows others to Upload Files to the Site on your behalf (whichever occurs first) and shall end when this Agreement is terminated in accordance with the terms of this Agreement or by written agreement of the parties.

Contributor may terminate this Agreement at any time for any reason by sending written notice to Vecteezy at least thirty (30) days before the termination date, using the contact form at the Vecteezy Site page [Contact us](#). A request by you to remove all or substantially all Files from the Site and/or to terminate your account constitutes written notice to terminate this Agreement. This Agreement will terminate thirty (30) days after the date of any such request, unless you withdraw the request within that 30-day period.

Vecteezy may terminate the Agreement at any time and for any reason, with immediate effect, by providing written notice to Contributor by email sent to the email address Contributor provided with its account registration information. Upon termination of this Agreement, Vecteezy may terminate your account without further notice to you.

If Vecteezy terminates Contributor's account for breach or violation of this Agreement, the Vecteezy License Agreement or the Terms of Use, this Agreement will be deemed automatically terminated at the same time, and Vecteezy shall have no obligation to provide notice of termination of this Agreement. Furthermore, Vecteezy may retain all accrued compensation not yet paid to Contributor as liquidated damages and shall not owe any additional compensation to Contributor for issued licenses of any Files related to the breach or violation.

Upon termination of this Agreement by you or by Vecteezy, Vecteezy will do the following:

- Following termination of this Agreement for any reason, Vecteezy will have up to one (1) year after the date of termination to remove from the Site all Uploaded Files and will use reasonable efforts to cause Files to be removed from the sites of Partners during that same time period, provided however that Vecteezy and its Partners may retain copies of Files for archival and record-keeping purposes.
- Notwithstanding termination of this Agreement for any reason, Vecteezy and its Partners have the right to continue licensing the Files to Users up to the time of their removal from the Site.
- Except as otherwise provided in this Agreement, Vecteezy shall continue to pay compensation due to Contributor for licenses issued to Users during the period after termination and prior to removal of the Files in accordance with the terms and conditions of this Agreement.
- Vecteezy will have no liability to you if its reasonable efforts do not result in removal of Files from its Partners' sites.

You acknowledge and agree that notwithstanding termination of this Agreement, Files that have been licensed to a User prior to removal from the Site or Partners' sites will remain licensed to the User in accordance with the terms of this Agreement, the Vecteezy License Agreement and the Terms of Use.

## **14. DISCLAIMER AND LIMITATION OF LIABILITIES**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND VECTEEZY'S SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, VECTEEZY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE, AND VECTEEZY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF VECTEEZY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND THROUGH THE SITE.

IN NO EVENT WILL VECTEEZY OR ITS MEMBERS, MANAGERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE

DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF VECTEEZY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VECTEEZY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE COMPENSATION THAT VECTEEZY RECEIVES FOR FILES IDENTIFIED AS THE SUBJECT MATTER OF THE CLAIM, BUT SHALL NOT IN ANY CASE EXCEED US\$1,000.

## **15. INDEMNIFICATION**

You agree to indemnify and hold Vecteezy, its parent, subsidiaries, and related and affiliated entities, and their members, shareholders, managers, directors, officers, employees, agents and representatives harmless from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of any breach or claimed breach of any of your representations or warranties or any of your obligations under this Agreement. Vecteezy may withhold from compensation due to you hereunder, such sums as are reasonably related to the probable value of the claim as determined by Vecteezy. Vecteezy may apply any such amounts withheld to offset your indemnification obligations under this provision.

## **16. APPLICABLE LAW**

The validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, and related matters shall be governed by the laws of the Commonwealth of Kentucky (without regard to its conflict of laws principles). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, or related matters shall be brought exclusively in the State or Federal courts located in the Commonwealth of Kentucky. All parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act do not apply to or otherwise affect this Agreement.

## **17. MISCELLANEOUS**

Independent Contractor. Nothing in this Agreement creates a partnership, employer-employee relationship, or a joint venture between the parties. You are an independent contractor. You are solely responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation all unemployment, workers compensation, income tax withholding, social security, and any other taxes of any nature whatsoever.

Assignment.. This Agreement will be binding upon and will inure to the benefit of the parties' heirs, executors, administrators, successors, and permitted assigns. This Agreement and your rights obligations hereunder may not be assigned without Vecteezy's prior written consent. Vecteezy may assign this Agreement or its rights and obligations hereunder to any Person without your consent and without notice to you, including without limitation, any assignment resulting from any corporate reorganization, merger, or sale of substantially all the assets to which this Agreement relates.

Entire Agreement. This Agreement together with the Vecteezy License Agreement and Terms of Use constitutes the entire agreement of the parties concerning the subject matter contained herein. Any and all prior agreements, oral or written, between the parties concerning the subject matter contained herein are hereby terminated, superseded, and are of no further force or effect. No action of Vecteezy may be construed as a waiver of any of its rights under this Agreement unless it is in writing and signed by Vecteezy. The headings and numbering will not be considered or given effect in construing this Agreement.

Modification. Vecteezy may modify the terms and conditions of this Agreement from time to time, with or without notice to Contributor, by posting a revised version of this Agreement on the Site. If Contributor does not agree with any such modifications, Contributor should terminate this Agreement in accordance with the terms set out herein. Contributor may not modify the terms of this Agreement, except in a writing signed by Vecteezy.

Severability. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of that part of this Agreement will not affect the validity of the remaining portions of this Agreement, which will remain in full force and effect.

English Language. The original, legally binding version of this document is written in English. It may be translated into other languages as a courtesy to Vecteezy's non-English-speaking Contributors. If there are any discrepancies between the English version and a translated version, the English version controls and supersedes the translated version.

Contact. For any questions concerning the provisions of this Agreement, please contact Vecteezy using the form or contact information given on the Site page [contact us](#).

## **18. ACKNOWLEDGEMENT**

BY ACCEPTING THIS AGREEMENT, CONTRIBUTOR ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND HAS HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE AGREEING TO IT.

CONTRIBUTOR FURTHER AGREES THAT THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN CONTRIBUTOR AND VECTEEZY, AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN CONTRIBUTOR AND VECTEEZY RELATING TO THE SUBJECT OF THIS AGREEMENT.