

NON-EXCLUSIVE CONTRIBUTOR AGREEMENT

Last Updated: _____

THIS NON-EXCLUSIVE CONTRIBUTOR AGREEMENT ("Agreement") governs the terms by which you, as a photographer, videographer or other artist, may provide stock photographic, video and other media content (each a "User Contribution" and, collectively, "User Contributions") to Changing the Face of Beauty, Inc. a Delaware not-for-profit corporation ("CTFOB"), and members of its community, on a non-exclusive basis through the website located at <http://changingthefaceofbeauty.org> (the "Website"), and to other prospective licensees through other distribution venues as provided for in this Agreement. This Agreement is in addition to the Terms of Use applicable to the Website to which all persons providing content to or downloading content from the Website are bound. The terms of this Agreement shall govern in the event of any inconsistency between this Agreement and the Terms of Use.

1. Background of Agreement.

(a) By confirming your acceptance of this Agreement this becomes a binding legal agreement between CTFOB and you establishing the terms by which you may upload User Contributions onto the Website and the terms by which CTFOB will serve as your non-exclusive agent to license, sublicense, and distribute your User Contributions.

(b) Upon accepting the terms of this Agreement, you may make User Contributions available to CTFOB by following the upload procedures identified on the Website. Each upload of User Contributions will be governed by the terms and conditions of this Agreement.

(c) This Agreement remains in full force and effect until terminated in accordance with its terms. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you must follow the termination procedures set forth below under "Term and Termination".

2. Provision of User Contributions.

(a) You may, from time to time, provide User Contributions to CTFOB using the upload procedures of the Website or such other procedures as the parties may mutually agree together with other information, documents (such as model or property releases) or software relating to such User Contributions or otherwise required to enable CTFOB to realize the commercial potential of the rights granted in the User Contributions ("Descriptive Information"). CTFOB, in its sole discretion, may determine which of such User Contributions is suitable for posting on the Website or other means of direct or indirect distribution, and only such User Contributions as it deems suitable will be considered "Accepted Content" for the purposes of applicable provisions of this Agreement.

(b) In addition to the terms of this Agreement, the provision of all User Contributions is subject to the policies and procedures outlined in the relevant portions of the Website, the terms of which are incorporated by reference into this Agreement. Any breach of the rules relating to Accepted Content outlined in the Website will be deemed to be a breach of this Agreement. These policies and procedures are subject to change from time to time without notice. The burden is on you to review all policies and procedures prior to each submission of User Contributions.

3. Grant of Authority.

(a) You hereby appoint CTFOB as your non-exclusive distributor to sell, license or sublicense User Contributions to third parties worldwide and to collect and remit funds in connection with those endeavors on the terms set forth in this Agreement. For all User Contributions, you grant to CTFOB:

- (i) The worldwide right to market and sublicense the right to copy, use, reproduce, distribute, redistribute, sublicense, publish, republish, upload, post, transmit, broadcast, crop, modify, alter, create derivative works of, package, repackage, produce and sell prints or similar image products, or publicly perform or display User Contributions to prospective licensees in any and all media now in existence or that may in the future be introduced: (i) through the Website; (ii) through other venues owned or operated by CTFOB or its affiliates from time to time, and (iii) through Distribution Partners (defined in Section 3(c) below); and
- (ii) The right to grant perpetual, worldwide, licenses or sublicenses to end-users. CTFOB and its Distribution Partners will determine the terms and conditions of all licenses of User Contributions granted by them, but will not use or license User Contributions for uses that are defamatory, pornographic or otherwise illegal.

(b) In addition to the foregoing grant CTFOB and its Distribution Partners may post, reproduce, modify, display, make derivative works, or otherwise use any Accepted Content for their own business purposes relating to the promotion of the Website, the User Contributions and their distribution programs, and promote the licensing of Accepted Content (including, without limitation, the use of the Accepted Content and your name, likeness, and registered and unregistered trademarks for marketing, sales and promotional efforts whether on the Website or through third parties). No compensation shall be due to you for use of Accepted Content for such business purposes.

(c) Accepted Content may be included in one or more current or future content collections ("Collections") made available for licensing or distribution by CTFOB or third party distributors (each a "Distribution Partner"). CTFOB will determine the Collection and may subsequently move and license Accepted Content through a Collection on notice to you either through the Website or otherwise.

(d) The parties agree that all rights, including title and copyright, in and to the uploaded Accepted Content will be retained by you, and no title or copyright is transferred or granted in any way to CTFOB or any third party except as provided in this Agreement.

(e) CTFOB and its Distribution Partners may offer license models through an application program interface (API) or other utility that will make Accepted Content available for use by clients on a high-volume basis. Accordingly, where appropriate, the amount due to you will be determined according to: (i) the ratio of the number of individual items of your Accepted Content to the total number of individual items of User Contributions licensed together; or (ii) in CTFOB's discretion, the relative value of your individual items of Accepted Content compared to all other User Contributions licensed together with it.

4. Intellectual Property Matters.

(a) You acknowledge that CTFOB prohibits any User Contributions or any other material that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right to be uploaded to the Website.

(c) By uploading User Contributions, you make the following warranties and representation regarding the User Contributions:

- (i) You own all proprietary rights or are the authorized representative of the applicable copyright owner(s) of such User Contributions, including copyright, in and to the User Contributions with full power to grant the rights contemplated in this Agreement;
- (ii) Each item of User Contributions delivered to CTFOB hereunder is an original creation and expressions of subject matter, and no User Contribution or Descriptive Information infringes any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or defames or casts into disrepute in any manner any third party;
- (iii) The User Contributions have not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the User Contributions being used by CTFOB, its customers or distributors as contemplated under this Agreement;
- (iv) To the extent that the User Contributions contain images of people or persons, (A) you have obtained a valid and binding model release from all required parties in substantially the same form as the model release, or such other form as may be approved in writing by CTFOB, that will permit the uses for such User Contributions contemplated in this Agreement, and (B) you will keep the original release and provide a copy to CTFOB if requested;
- (v) Where required by applicable law, you have obtained a valid and binding release in substantially the same form as property release, or such other form as may be approved in writing by CTFOB, relating to any identifiable property contained in the User Contributions that might sensibly lead to the identity of or be required by the owner of such property to permit the broad uses, including commercial use, of Accepted Content by CTFOB and its Distribution Partners' customers; and
- (vi) Where a User Contribution is identified as "for editorial use" you warrant and represent that the User Contribution has not been manipulated, modified or processed in any manner that might distort the contextual integrity of the User Contribution (for greater clarity, cropping and brightness/contrast corrections are permissible where the integrity of the User Contribution has not been distorted).

(d) You agree that neither CTFOB, nor any of its directors, officers, employees, partners, affiliates or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use any User Contribution or Descriptive Information, or any error, omission or other matter relating to a model or property release respecting User Contribution or Descriptive Information.

(e) CTFOB shall use commercially reasonable efforts to credit you as the source of Accepted Content using the name that you supply, but shall have no liability for lack of credit. You acknowledge that the following are common, acceptable, business practices for commercial uses of User Contributions: that User Contributions creators are not credited; that User Contributions may be modified; that User Contributions may be used in connection with sensitive topics; and that User Contributions may be used or modified in ways that may be controversial or unflattering. You hereby waive any right that you may have to object to the use any of these business practices in connection with the User Contributions you supply.

5. Compensation.

(a) CTFOB agrees to pay you an amount equal to (i) a royalty ("Royalty" or "Royalties") equal to forty percent (40%) of the Net License Fee (defined below) charged by CTFOB for the non-exclusive use of User Contributions less (ii) Royalty Deductions (defined below). All Royalties due and payable hereunder shall be due and payable 30 days after the end of each month in which the license or sale was made (except when sales reporting is delayed for transactions that do not occur on the Website, whether made by a Distribution Partner or otherwise, in which case payments will be made in the month following the date such sale is reported) (a "Sales Month"), by electronic funds transfer (as may be supported by CTFOB from time to time), or such other method as may be agreed by the parties. No payment will be made unless a minimum of \$100. "License Fee" are (A) the amount charged by CTFOB or a Distribution Partner to each of their Clients (or in the case of certain Distribution Partners, the amount charged by CTFOB to those Distribution Partners for royalty free licenses); or (B) the amount of revenue, including advertising revenue, that is allocated to the Accepted Content pursuant to Section 3(e). License Fees shall be as published on a License Fee Schedule ("License Fee Schedule") published by CTFOB. The parties acknowledge that the License Fee may differ among various types of User Contribution, such as still images, Flash files, video footage, and among the sites/Distribution Partners through which the User Contribution is distributed. The parties acknowledge that the License Fee Schedule is subject to change in the sole discretion of CTFOB upon providing you 30 days' notice by e-mail at the last address contained in your account information. If at any time the License Fee Schedule is not acceptable to you, you may terminate this Agreement in accordance with its terms. Continued submission of User Contributions or failure to terminate this Agreement will be deemed acceptance by you of changes to the License Fee Schedule, and the amended License Fee Schedule will be incorporated by reference into this Agreement.

(b) "Net License Fees" are calculated by deducting the following from License Fees before Royalties are calculated: (i) any applicable tax, duty, levy or impost of any nature required to be withheld, deducted or paid by CTFOB from any current or future sums due to you by any law, regulation, or treaty (excluding: (A) any taxes on the net profits of CTFOB or any Distribution Partner; and (B) any withholding taxes imposed on remittances to CTFOB); (ii) any unauthorized use detection/enforcement fees and expenses; (iii) any currency hedging fees and costs; and (iv) any shipping charges, insurance charges, fees for materials, and service fees such as, for example, special formatting requests, printing/framing costs and technology delivery/access services, distribution or fulfillment fees, and

advertising sales commissions, in all cases arising out of or resulting from any license of the same Accepted Content.

(c) CTFOB may deduct the following amounts from the Royalties payable to you (together the "Royalty Deductions"): (i) cancellations of a license where the original sale has been reported to you including where the cancellation is due to a fraudulent transaction; (ii) overpayment of Royalties in a prior Royalty period; and (iii) amounts that may be deducted or withheld in accordance with the Section 10 (Indemnity).

(d) CTFOB will provide monthly reporting of licenses to your user account.

(e) Without limiting the generality of the foregoing, CTFOB is entitled to set-off against any amount owing to you, all amounts to which CTFOB is or may be entitled under this Agreement or otherwise at law, including withholding amounts as security for any pending or threatened claim relating to any matter which is the subject of a representation, warranty or indemnity of you under this Agreement.

(f) The parties further agree that CTFOB shall not be required to pay Royalties to you if CTFOB is restrained or otherwise prevented from using rights granted under this Agreement relating to User Contributions because those rights are found to be an infringement or contravention of the intellectual or other property rights of a third party.

(g) In the event CTFOB facilitates a sale or exclusive license of Accepted Content, CTFOB shall be entitled to deduct a reasonable administration fee relating to such sale or license, in addition to its share of the revenue relating to such sale or license, which share shall be based on the royalty payable pursuant to the License Fee Schedule at the time of the transaction.

6. Passwords. You acknowledge and agree that you will be responsible for each and every access or use of the upload portions of the Website that occurs in conjunction with your account and password, and that CTFOB is authorized to accept your user name and password as conclusive evidence that you wish to upload User Contributions pursuant to this Agreement. CTFOB shall have no liability or responsibility to monitor the provision of User Contributions under your user name and password.

7. Managing User Contributions.

(a) CTFOB has policies and processes which must be adhered to prior to User Contributions being posted on the Website or otherwise being offered for sale or license. You acknowledge that CTFOB does not and cannot review all User Contributions or Descriptive Information uploaded to the Website and is not responsible for the content, quality, or consequences of your uploading such User Contributions or Descriptive Information. CTFOB reserves the right to delete, move, refuse to accept or edit any User Contribution that it, at any time, in its sole discretion, may determine violates or may violate this Agreement, the intellectual or proprietary rights of others, any of its policies or is otherwise unacceptable in its discretion. In such event you forfeit any fees payable in respect of such User Contribution to CTFOB or as it may direct. CTFOB shall have the right but not the obligation to correct any errors or omissions in any User Contribution or Descriptive Information, as it may determine in its sole discretion. You acknowledge that any screening of User Contributions or Descriptive Information performed by CTFOB to determine if Accepted Content is done as a courtesy only.

NOTICE: You acknowledge that the User Contributions you provide pursuant to this Agreement that becomes Accepted Content may be licensed by users of the Website or Distribution Partner sites with the intention that they will adhere to the terms of the applicable license agreement.

(b) Notwithstanding the foregoing, given the nature of the stock photography business and the prevalence of royalty-free content, CTFOB cannot take responsibility for the compliance by licensees of the terms of such agreements. Accordingly, you acknowledge and agree to the possibility of User Contributions being used in a manner that is not contemplated in this Agreement, and you agree that notwithstanding any rights you may have to pursue the licensees of such User Contributions at law, CTFOB shall have no liability to you or any person claiming through you for any breach by a licensee of the terms of any agreement respecting Accepted Content. CTFOB will use commercial efforts to assist in the protection of your intellectual property rights, at your request and expense.

8. Confidential Information.

(a) You acknowledge that the Confidential Information (defined below) which you obtain through the entering into of this Agreement, the use of the Website and the provision of User Contributions constitutes valuable, confidential, proprietary information of CTFOB and its licensors, and agrees that during the term of this Agreement and thereafter it shall not, without the express written consent of CTFOB, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Agreement.

(b) For the purposes of this Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of CTFOB, its users, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential.

9. General Representations and Warranties.

(a) You represent and warrant as follows:

- (i) You have the legal capacity and authority to enter into this Agreement and perform your obligations hereunder;
- (ii) You will comply with all applicable laws, including without limitation the U.S. Foreign Corrupt Practices Act, are not on the US Department of Treasury's List of Specially Designated Nationals;
- (iii) You are the sole and exclusive owner of the User Contributions or are the authorized representative of the applicable copyright owner(s) of such User Contributions, have the right to grant all of the license rights contemplated to be provided under this Agreement;
- (iv) You have not granted any rights or licenses to any User Contribution or any other intellectual property or technology that would conflict with this Agreement;
- (v) If any of the User Contributions consists in whole or in part of design elements that are included in design program software, then the end user license

agreement, terms of service or the equivalent license held by you for such design program software allows you to incorporate such elements in User Contributions created by you, and to license such User Contributions to CTFOB for the purposes set forth herein;

- (vi) No portion of any User Contribution as delivered to CTFOB from time to time, contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement, and all User Contributions will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the Website or the User Contributions or any other hardware or computer system, or which would otherwise render inaccessible or impair the use of the User Contributions or the Website in any way;
- (vii) The User Contributions will include all necessary Descriptive Information to enable its effective marketing on the Website, which Descriptive Information will be complete and accurate in all material respects;
- (viii) No metadata associated with any of the User Contributions will include false, misleading or inapplicable metadata; and
- (ix) The User Contributions will not reflect metadata "stuffing" or "doping;"

(b) You represent and warrant that you shall not: (i) license your own User Contributions (except occasionally and then only for legitimate creative purposes); or (ii) predominately license the User Contributions of only a few contributors. You agree that you will not collude with another user of the Website to have that user do either of (i) or (ii) above for your benefit. You acknowledge that genuine subscription customers typically license files from many contributors and you agree that your subscription licensing behavior will conform to this typical conduct. In addition to any other available remedies, if you breach this paragraph CTFOB may immediately terminate this Agreement and/or, if applicable, cancel your subscription package without any refund to you. You further agree to forfeit any Royalties earned by you in connection with your misconduct.

10. Indemnity.

(a) You agree to indemnify, defend and hold CTFOB and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees of User Contributions (each a "CTFOB Party") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees) incurred by any CTFOB Party as a result of or in connection with: (i) any use or alleged use of the Website or provision of User Contributions under your user name by any person, whether or not authorized by you; (ii) or resulting from any communication made or User Contribution uploaded under your user name; (iii) any breach by you of this Agreement; or (iv) any claim threatened or asserted against any CTFOB Party to the extent such claim is based upon a contention that any of the User Contributions used within the scope of this Agreement infringes any copyrights, trade secrets, trademarks, right of privacy, right of publicity or other intellectual or other property rights of any third party.

(b) CTFOB reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with CTFOB's defense of such claim.

(c) You agree that CTFOB shall have the right to determine whether and to what extent to proceed against a licensee or other third party (an "Infringer") for any violation of a license agreement or alleged infringement of other rights of you. You hereby releases CTFOB from any and all claims you might have, either directly or indirectly, arising out of or in connection with a determination by CTFOB to proceed or not to proceed against any Infringer in any instance. CTFOB hereby agrees that any monetary recovery it receives as a result of any legal or enforcement action taken against any such Infringer, to the extent such monies are intended to compensate CTFOB for lost licensing fees or statutory damages, shall, after deduction of all costs and expenses incurred in gaining such recovery (including, without limitation, reasonable counsel and experts' fees and disbursements on a solicitor and client basis) incurred by or on behalf of CTFOB in connection with such action, be divided between you and CTFOB pursuant to the provisions of Section 5 (Compensation). In the event CTFOB elects not to proceed against an Infringer, you shall have the right to proceed against such Infringer for such license violation or infringing action. You hereby agree that any monetary recovery it receives as a result of any legal action taken against any such Infringer, to the extent such monies are intended to compensate you for lost licensing fees or include statutory damages, shall, after deduction of all costs and expenses incurred in gaining such recovery (including, without limitation, reasonable counsel and experts' fees and disbursements on a solicitor and client basis), be divided between you and CTFOB pursuant to the provisions of Section 5 (Compensation) above.

11. Term and Termination.

(a) This Agreement is effective until terminated. You may terminate this Agreement at any time by giving thirty (30) days written notice to CTFOB using info@changingthefacebeauty.org or such other means of written notice acceptable to CTFOB which enables confirmation of your identity and your intention to terminate. CTFOB may also terminate this Agreement for any reason by giving you thirty (30) days notice by e-mail at the last address contained in your user account information. If CTFOB terminates your account, such termination shall be deemed to be notice of termination of this Agreement with respect to all User Contributions, as well.

(b) Either party may terminate this Agreement upon written notice effective immediately upon being sent to the last address included on the Website, if the other party (i) liquidates all or substantially all of its assets, dissolves as a corporation other than through inadvertence, or otherwise ceases to do business in a material way, or (ii) makes an assignment for the benefit of creditors, or (iii) files a petition in bankruptcy, petitions or applies for a receiver or trustee for all or any substantial part of its property and such receiver or trustee is appointed, or commences, or has commenced against it, a proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, any of which shall remain in force for a period of thirty (30) days or more, or (iv) is adjudicated insolvent or bankrupt, or (v) is in breach of this Agreement.

(c) In addition, CTFOB may deem an account to be terminated and may off-set any fees or credits contained in such account against its costs of administration if there has been: (i) in the reasonable opinion of CTFOB, any material misrepresentation made as to the capacity, identity or copyright ownership of any User Contributions you provided hereunder; or (ii) no log-in or other activity in the account for 24 months despite reasonable commercial efforts to contact you based on the information provided through the Website as part of your account profile.

12. Effect of Termination.

(a) Upon the termination of this Agreement, the grant of authority given to CTFOB shall cease subject to the following conditions: (i) CTFOB shall remove Accepted Content from the Website and Distribution Partners within ninety (90) days of the termination of this Agreement; (ii) notwithstanding termination, CTFOB and its Distribution Partners shall have the right to continue licensing Accepted Content until it is removed from the Website or other sites where Accepted Content is distributed and for up to (1) year following termination where such Accepted Content has previously appeared in CTFOB's promotional materials, or Distribution Partner marketing programs; and (iii) regardless of the expiration or termination of this Agreement, CTFOB will continue, in accordance with this Agreement, to pay compensation due to you at the applicable non-exclusive License Fee set out in the License Fee Schedule in respect of licenses granted to Website users during any transitional period, subject to any rights of set-off under this Agreement or at law.

(b) Upon termination, CTFOB will be entitled to retain all amounts owing to you for a period of thirty (30) days to determine any applicable rights of set-off, and shall be entitled to deduct from such amounts, a reasonable administrative fee for establishing, managing and terminating your account.

(c) Notwithstanding any other provision in this Agreement, the termination or expiration of this Agreement shall not alter or affect the rights granted to licensees or sub-licensees by CTFOB pursuant to this Agreement.

(e) Termination of this Agreement shall operate without prejudice to the CTFOB's rights, defenses and limitations of liability provided under this Agreement or the Terms of Use, which rights, defenses and limitations of liability shall survive termination of this Agreement. In addition, the provisions of this Agreement relating to: Managing Content, Confidential Information, Representations and Warranties, Indemnity, Disclaimer of Warranties and all limitations of liability, shall survive termination of this Agreement and continue in full force and effect.

13. Disclaimer of Warranties. THE WEBSITE, INCLUDING ANY USER CONTRIBUTIONS CONTAINED THEREIN, ARE PROVIDED BY CTFOB "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CTFOB DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE USER CONTRIBUTIONS WILL BE MADE AVAILABLE FOR SALE OR LICENSE OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE. CTFOB DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR ANY USER CONTRIBUTIONS AVAILABLE FOR DOWNLOADING THROUGH THE WEBSITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

14. Limitation of Liability.

(a) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE WEBSITE INCLUDING WITHOUT LIMITATION ANY OF THE USER CONTRIBUTIONS OR INFORMATION CONTAINED THEREIN.

(b) IN NO EVENT SHALL CTFOB OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES BE LIABLE FOR ANY

INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE, THE USER CONTRIBUTIONS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF CTFOB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

(c) IN ANY EVENT, CTFOB'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE WEBSITE OR THE USER CONTRIBUTIONS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES COLLECTED BY CTFOB FOR THE USER CONTRIBUTION THAT IS THE SUBJECT MATTER OF THE CLAIM, BUT IN ANY EVENT WILL NOT EXCEED ONE THOUSAND (\$1,000.00) UNITED STATES DOLLARS.

(d) SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF CTFOB OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15. Authorized Representative. If and to the extent you are submitting User Contributions to CTFOB as an authorized representative of the applicable copyright owner(s), you acknowledge and agree that (a) you will ensure that such copyright owner(s) comply with the terms of this Agreement where necessary; and (b) to the extent Royalties are paid to you in such capacity, you will be solely responsible for compensating the copyright owner(s) where applicable.

16. Disclosure of Information. You understand and agree that information relating to you or any other person such as a model that you may provide to CTFOB may be retained for a reasonable period, and may be transferred to, stored, accessed and used in jurisdictions worldwide whose privacy laws may be different and less protective than those of your home country. CTFOB, as data controller and processor, may use this information in connection with the performance of this Agreement, including for contacting you, and may disclose this information to necessary service providers in accordance with the our Privacy Policy. Any personal information you do provide may also be disclosed as part of any merger, sale of the company assets or acquisition, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which event personal information would be transferred as one of the business assets of the company. CTFOB reserves the right to disclose any information you provide in order to respond to claims or protect the rights, property or safety of itself, its related companies, Distribution Partners and their employees, customers or the public.

17. General Provisions.

(a) Waiver. CTFOB's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(b) Assignment. This Agreement is personal to you and is binding upon your heirs, executors and legal representatives, as the case may be, and is not assignable by you without CTFOB's prior written consent. CTFOB may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

(c) Severability. If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

(d) Amendment. This Agreement can be amended by the written agreement of the parties or by CTFOB posting amendments on the upload portion of the Website. Continued provision of User Contributions or failure to terminate this Agreement within thirty (30) days of posting of such amendment will be deemed to be acceptance of the amendment by you and it will be incorporated by reference into this Agreement.

(e) Headings. The headings in the sections and paragraphs of this Agreement are inserted for convenience only and do not constitute representations or warranties, do not impose any obligations and have no substantive significance.

(f) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the City of Chicago and County of Cook although CTFOB retains the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Without limiting anything in this Agreement to the contrary, CTFOB shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of CTFOB, such action is necessary or desirable. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the account portions of the Website. You agree to waive any right you may have to (i) trial by jury; and (ii) to commence or participate in any class action against CTFOB related to the Website, this Agreement or any agreements contemplated hereby.

(g) Arbitration. At CTFOB's sole discretion, it may require you to submit any disputes arising from this Agreement, including, without limitation, disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Illinois law.

(h) Attorneys' Fees. In the event litigation is necessary to enforce or protect any provision of this Agreement or resolve any dispute arising out of this Agreement or between the parties hereto, the prevailing party shall be entitled to recover all costs and expenses incurred in the enforcement of such party's rights including, but not limited to, court costs and attorney's fees actually incurred.

18. Acknowledgement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF CTFOB AGREEING TO PROVIDE A MEANS FOR THE SALE OR LICENSE OF YOUR ACCEPTED CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CTFOB, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CTFOB RELATING TO THE SUBJECT OF THIS AGREEMENT.

YOU FURTHER AGREE AND ACKNOWLEDGE THAT YOU HAVE, IN ADDITION TO THE TERMS OF THIS AGREEMENT, REVIEWED AND TERMS OF USE AND ANY OTHER AGREEMENTS WHICH MAY BE INCORPORATED BY REFERENCE THEREIN, AND TO THE EXTENT OF THEIR INCORPORATION IN THIS AGREEMENT YOU AGREE TO BE BOUND BY THEM.

19. Questions. If you have concerns relating to this Agreement, please contact CTFOB at info@changingthefacebeauty.org.