

## Agreement for uPhotogifts customers

Please read this agreement for uPhotogifts content providers (the Agreement) carefully before you register as a uPhotogifts content provider. By clicking on the "I ACCEPT" button below or by signing this agreement, you agree to enter into this Agreement with uPhotogifts and to be bound by all the terms and conditions set forth herein.

### 1. DEFINITIONS

Author as used herein shall mean: you. However, if you are entering into this Agreement on behalf of your employer or another entity, then "Author" means that employer or entity, which you, hereby, declare to have the legal right and authority to represent for the purpose of this Agreement.

Effective Date as used herein shall mean: the day on which the Author entered into this agreement. Work as used herein shall mean: one (or more) copyrighted work(s), and any part of them, including the text, images, styles, fonts, graphics, art, photos, table of contents, and any other materials contained in or accompanying the works provided to uPhotogifts by the Author.

### 2. GRANT OF RIGHTS

The Author agrees that uPhotogifts defines the price and the terms for its distribution of physical or digital copies of the Work at uPhotogifts sole discretion and that the Author is not entitled to any share of the compensation uPhotogifts receives from such distribution.

This license is non-exclusive, meaning that you remain free to grant a license on the Work to third parties, provided that it does not conflict with the rights granted herein. Starting on the Effective date, this license runs for an indefinite term, but can at any time be terminated by the Author taking into account a twelve (12) days prior written notice thereto to uPhotogifts, in accordance with article 8 of this Agreement. If uPhotogifts decides to modify or otherwise prepare the Works for its exploitation pursuant to this Agreement, uPhotogifts will bear all expenses incurred or paid by uPhotogifts to do so.

### 3. DELIVERY OF THE WORK

The Author shall deliver to uPhotogifts one copy of the Work in digital format, in accordance with the procedure described on the uPhotogifts website.

### 4. AUTHOR'S REPRESENTATION AND WARRANTIES

The Author represents and warrants that, as of the Effective date, the Author is the sole owner of copyright in the Work and that he has the necessary rights and power to enter into this Agreement and to grant the license granted herein, or if the Author is not the sole owner of the copyright in the Work, he has obtained, at no expense to uPhotogifts, a transfer of all necessary rights and power to enter into this Agreement and to grant the license granted herein, the Author has not

entered into any other agreements with any other party in conflict with this Agreement, and there are no pending claims of ownership or any other claims by third parties against the Work for whatever reason.

The Author represents and warrants that the Work :  
does not infringe the intellectual property rights, privacy, right of publicity or any other rights of any third party, has been solely created by the Author and has not been adapted from any other work, nor has the material from any other work been copied and used in the Work, or if the Work has been adapted from another work, or uses the material from another work, the Author has obtained, at no expense to uPhotogifts, all necessary permissions, is not defamatory, obscene, racist, abusive, discriminatory, harmful to children or otherwise objectionable, contains no statement, information, advice, instruction, recipe, or formula which, if acted upon by the user, could cause physical injury, damage or financial loss is not fraudulent or misleading and complies with all laws and regulations.

These representations and warranties will survive the termination of this Agreement.

#### 6. INDEMNIFICATION

The Author agrees to indemnify, defend and hold uPhotogifts and its respective directors, officers, employees, and applicable third parties (e.g. advertisers) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss and expense (including reasonable legal fees, damage awards, and settlement amounts) brought against any Indemnified Person(s) arising out of, or related to or which may arise from the Work and/or the Author's breach of this Agreement.

The Indemnified Persons may in their sole discretion control the defence, at the Authors expense, of any claim indemnified herein. In the event that the Indemnified Parties determine not to control the defence of any claim hereunder, any Indemnified Person may join in defence with counsel of its choice at its own expense.

The Author may not settle or resolve any such claim in a manner which imposes any liability or obligation on uPhotogifts, or affects uPhotogifts rights in connection therewith without the advance written approval of uPhotogifts.

This indemnification provision will survive the termination of this Agreement.

#### 7. TERMINATION

This Agreement will terminate upon termination of the license granted under article 2. Termination of this Agreement shall be without prejudice to any rights, which shall have accrued to the benefit of either party or to the benefit of third parties pursuant to this Agreement prior to such termination, and shall not relieve either party from its obligations which are expressly indicated to survive

termination of this Agreement.

#### 8. MISCELLANEOUS

The Author agrees that this Agreement will be governed by and construed in accordance with the laws of United Kingdom, without regards to its conflict of laws provisions. Any claim, legal proceeding or litigation arising in connection with the Work or this Agreement will be brought solely in the Courts of United Kingdom and the Author consents to the jurisdiction of such Courts.

The Author hereby grants uPhotogifts the right to transfer this Agreement to any third party. All notices required or permitted hereunder to uPhotogifts shall be given by registered mail at the following address: uPhotogifts, 12, Graylands Estate, Langhurstwood Road, Horsham, West Sussex, RH12 4QD

All notices required hereunder to the Author shall be given by email to the email address mentioned by the Author while completing the online registration process. It is the Author's responsibility to keep the email address updated.

uPhotogifts, The Manor House, Graylands Estate, Langhurst Wood Road, Horsham, West Sussex, RH12 4QD

The relationship between uPhotogifts and the Author is one of independent contractors. This Agreement shall be construed as if jointly drafted by the parties.

This website is owned and operated by Unibind Digital Ltd ("uPhotogifts ", "we," "us" or "our").

By accessing this website you agree to be bound by these website terms of use ("Terms of Use"). If you do not agree to be bound by these Terms of Use, please do not use or access this website.

References to this website in these terms and conditions apply to this website however you access it, including accessing this website through a version of this website optimised for use on mobile devices.

Contracts for the supply of products [and services] formed through our website or as a result of visits made by you are governed by our terms and conditions of sale.

Any questions regarding these Terms of use or subsequent issues should be directed to:

Unibind Digital  
12  
Graylands Estate  
Langhurstwood Road  
Horsham  
West Sussex  
RH12 4QD

## Registering on the website

Customers may register to use the services available from this website. uPhotogifts may decline a registration request at its sole discretion. By registering for the services, you agree that:

- The personal information that you are required to provide when you register as a customer is true, accurate, current and complete in all respects.
- You will notify us immediately of any changes to the personal information by updating your details on the 'My Information' page on the website
- You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

To comply with licensing and other legislation some services on this website are only available to those aged 18 years and over and we will ask you to enter your date of birth before accessing such services.