

## Contributor Agreement

PLEASE READ CAREFULLY: THIS CONTRIBUTION AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND/OR YOUR ORGANIZATION ("YOU"), AND FANATCHICKS GROUP, LLC AND/OR FANATCHICKS, INC. ("Fanatchicks"). BY CLICKING THE CHECKBOX BELOW, YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

### DEFINITIONS

#### 1.1 Effective Date

"Effective Date" means the date on which you accept this Agreement by checking the box below.

#### 1.2 Publisher

"Publisher" means Fanatchicks and/or a third party who has entered into an Agreement with Fanatchicks to obtain various content from Fanatchicks for the purpose of publishing such content on-line.

#### 1.3 Work

"Work" means the work of authorship contributed by you to Fanatchicks in connection with this Agreement.

### LICENSES

#### 2.1 Grant of License.

Subject to the terms and conditions of this Agreement, you grant to Fanatchicks and its affiliates a non-exclusive, worldwide, royalty-free, license to reproduce, distribute, make derivative works of, perform, display and disclose the Work (and derivative works thereof) for the purposes of (a) adapting the Work to fit within Publisher web sites without substantially changing its original meaning, and (b) distributing the Work (and derivative works thereof) to Publisher electronic web sites

#### 2.2 Sublicense.

Fanatchicks may sublicense the rights granted herein to Publishers. All sublicenses granted under this section are subject to the same restrictions that apply to Fanatchicks with respect to the use of the Work.

#### 2.3 Fair Use.

Nothing in this Agreement shall be construed to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations the exclusive rights as provided by applicable law.

#### 2.4 No Other Licenses.

No licenses are granted by either party except for those expressly set forth in this Section 2, and all rights and licenses not expressly granted in this Section 2 are reserved by the parties. Nothing in the Agreement restricts, or should be deemed to restrict, either party's right to exercise any rights or licenses received from any third parties or to grant other or similar rights or licenses to any third parties.

### RESPONSIBILITIES

#### 3.1 Attribution.

In the event that your work is published, you will receive attribution in the form of a "by-line." The exact format and placing of the attribution is subject to Fanatchicks' (and the Publisher's) discretion.

#### 3.2 Link to Originating Site.

In the event that your work is published, the publication will include at least one link to the website on which your content was located (if applicable).

### PAYMENT

#### 4.1 Royalties.

You may be compensated for the Works that you have contributed subject to Fanatchicks' then-current policies. However, you acknowledge and agree that Fanatchicks is not obligated to compensate you, you

## FANATCHICKS CONTRIBUTOR AGREEMENT

are not entering into this Agreement with the expectation of any payment, and you are entering into this Agreement solely in exchange for the benefits set forth in Section 3 above.

### **4.2 Waiver of Statutory Royalties.**

For the avoidance of doubt, where the Work is subject to any statutory royalty provisions under applicable law, you waive your right to collect any such statutory royalties.

### **4.3 Taxes.**

In the event that you receive any payments relating to this Agreement, you will be solely responsible for all taxes, duties and other governmental assessments that may be due as a result.

## **REPRESENTATIONS AND WARRANTIES**

### **5.1 Non-Infringement.**

You represent and warrant that, as of the Effective Date and continuing throughout the term of the Agreement, the Work and Fanatchicks, its affiliates', or the Publishers' exercise of any license rights granted in Section 2, does not and will not, infringe the rights of any third party, including without limitation any intellectual property rights, rights of publicity, rights of personality, rights of privacy, rights to payment of royalties, or any other rights of third parties not specifically identified in this section; or result in any tort, injury, damage or harm to any third party.

### **5.2 Pending or Potential Claims.**

You represent and warrant that, as of the date the Work is submitted to Fanatchicks, you are not aware of any pending or threatened claims, suits, actions, or charges pertaining to the Work, including without limitation any claims or allegations that any or all of the Work infringes, violates, or misappropriates the Intellectual Property Rights of any third party. You agree that you will notify Fanatchicks immediately if you become aware of any such actual or potential claims, suits, actions, allegations or charges.

### **5.3 Clearances.**

You will be solely responsible for the acquisition of any and all third party clearances, permissions and licenses which are necessary in connection with Fanatchicks, its affiliates', or any Publisher's exercise of any license granted in Section 2, including, without limitation, with respect to the use of any copyrighted or trademarked materials and the use of any names, likenesses or biographical materials, and for the payment of any and all applicable guild fees and for any and all residuals, payments, fees or royalties, if any, payable under any collective bargaining agreement or otherwise.

### **5.4 DISCLAIMER.**

NEITHER FANATCHICKS, ITS AFFILIATES OR YOU MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY YOU IN THIS SECTION 5. FANATCHICKS, ITS AFFILIATES, AND YOU EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WORK AND ANY FANATCHICKS PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FANATCHICKS DOES NOT WARRANT THAT THE WORK WILL BE PUBLISHED.

## **LIMITATION OF LIABILITY**

### **6.1 Limitation.**

EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS HEREIN, UNDER NO CIRCUMSTANCES WILL YOU, FANATCHICKS BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, COPYRIGHT INFRINGEMENT, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT WILL FANATCHICKS OR ITS AFFILIATES' TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$100.00. THE PARTIES AGREE THAT THE FOREGOING REPRESENTS A FAIR ALLOCATION OF RISK HEREUNDER AND THAT THE FOREGOING LIMITATIONS SHALL

## CONTRIBUTOR AGREEMENT

APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

### **6.2 Indemnification.**

You agree, at your own expense, to indemnify, defend and hold harmless Fanatchicks, its affiliates and each of their respective officers, directors, employees, representatives, licensees and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings brought against Fanatchicks, its affiliates or any of their respective officers, directors, employees, representatives, licensees or agents, including without limitation reasonable legal fees and expenses, relating to, based upon, incident to, arising from, or in connection with (a) your breach of any of your representations or warranties herein; (b) any claim or allegation that the Work infringes in any manner any Intellectual Property Right or any other right of any third party, is or contains any material or information that is obscene, defamatory, libelous, slanderous, or that violates any law or regulation, or violates any rights of any person or entity, including without limitation rights of publicity, privacy or personality, or has otherwise resulted in any consumer fraud, product liability, tort, deceptive trade practice, breach of contract, injury, damage or harm of any kind to any third party.

## **TERM AND TERMINATION**

### **7.1 Term.**

The Agreement will become effective as of the Effective Date and will, unless sooner terminated as provided below, remain effective in perpetuity.

### **7.2 Termination.**

Either party may terminate this Agreement for any reason upon notice to the other party. Contributors must provide notice emailing [info@fantatchicks.com](mailto:info@fantatchicks.com) and receiving email confirmation.

### **7.3 Effect of Termination.**

In the event that this Agreement is terminated for any reason, the terms and conditions of this Agreement shall survive termination for Works provided to Fanatchicks prior to the date of termination in perpetuity.

## **GENERAL**

### **8.1 Notices.**

All notices, requests and other communications called for by the Agreement shall be deemed to have been given immediately if made by facsimile or electronic mail, if to:

Fanatchicks Group, LLC  
8131 Vineland Avenue  
Suite 144  
Orlando, FL 32821  
Ph#: 866.442.4425  
fax: 312.276.4218  
[info@fanatchicks.com](mailto:info@fanatchicks.com)

If to You at the physical and electronic mail addresses provided in connection with your registration, or to such other addresses as either party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

### **8.2 Assignment.**

The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign the Agreement without consent in connection with any merger, consolidation, any sale of all or part of its assets related to this Agreement. Any attempt to assign or transfer the Agreement other than in accordance with this provision will be null and void.

**8.3 Governing Law.**

The Agreement will be governed by and construed using Florida law, without giving effect to conflict of law provisions or to constructive presumptions favoring either party. The parties consent to venue and the exclusive jurisdiction of the state and federal courts located in Florida.

**8.4 Relationship of the Parties.**

The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between you and Fanatchicks. Neither you nor Fanatchicks may bind the other in contracts with third parties or make promises or representations on behalf of the other party without a signed written consent, and employees and agents of one party are not for any purpose employees or agents of the other. Neither party owes the other party or any third party any compensation for performing the actions contemplated by the Agreement, except as expressly set forth in the Agreement.

**8.5 Severability.**

If any provision or part of a provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provisions in this Agreement will not be affected or impaired.

**8.6 No General Waiver.**

Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

**8.7 Amendments.**

Fanatchicks may amend this Agreement from time-to-time by providing you with notice of the amended Agreement. In addition to any other acceptance procedure, your submission of new Works following notice of the amended Agreement constitutes your acceptance of the amended Agreement. Except for the foregoing, this Agreement may be amended only by a written agreement signed by authorized representatives of both parties.

**8.8 Third Party Beneficiary.**

Fanatchicks' affiliates, and their respective officers, directors, employees, representatives, licensees and agents shall be third party beneficiaries under this Agreement solely with respect to Section 6.2. As third party beneficiaries, they shall have the right to enforce Section 6.2 on their own behalf, but are not parties hereto and shall have no obligation under this Agreement.