

PIXTA Terms of Use

Terms of Use / License Agreement / Contributor Agreement

Terms of Use

You are required to agree to these Terms of Use (hereinafter referred to as the “Terms of Use”) and register as our member prior to your use of the service PIXTA (hereinafter referred to as the “Service”), which is the online market place of microstock contents including but not limited to photographs, illustrations, footage, and music, operated and provided by PIXTA Inc. (hereinafter referred to as “Pixa”). The License Agreement and the Contributor Agreement, both set forth below, will be incorporated by reference into the Terms of Use and collectively apply to the use of the Service. If there is any conflict among the License Agreement and/or the Contributor Agreement and the Terms of Use, the License Agreement shall prevail in respect of the use of the contents, and the Contributor Agreement shall prevail in respect of the rights and obligations of the contributor members.

Article 1 Use of Service

1. The Terms of Use governs your use of the Service. The Terms of Use shall apply to every user, whether the user is an individual or corporation, who accesses or uses the Service (hereinafter referred to as the “User”), regardless of whether or not the User is registered as a member with the Service.
2. All the materials in the Service including but not limited to photographs, illustrations, footage, music, and texts are the property of Pixa or its licensor, and protected by intellectual property laws including the Copyright Act of Japan. Unauthorized use thereof without obtaining proper permission or license is prohibited by those laws.
3. No User may download, reproduce, or otherwise use the contents available under the Service without execution of the License Agreement with Pixa; provided, however, that the use of the free stock contents and the data for comp shall be subject to the terms and conditions separately designated in the Service respectively.
4. The data for comp available in the Service, whether with or without watermarks, may be used only for testing prior to the final use of the contents, such as checking the layout or construction etc. The watermark added in the data for comp may not be deleted without Pixa’s approval. If the data for comp is used beyond the testing purpose, such use shall be regarded as breach of the Terms of Use or unauthorized use of the contents, and shall be subject to the cease and desist of use, payment of penalty, and compensation for damages etc.
5. The trademark, name, logotypes, and the like of the Service are sole property of Pixa. The use of them shall be subject to the PIXTA Logo Usage Rules.
6. A minor is not allowed to use the Service in principle. A person with limited capacity who desires to become a member of the Service shall obtain the prior consent of his or her legal representative or guardian upon membership registration and each use of the Service. A person with limited capacity who uses the Service shall be deemed to have obtained such consent of his or her legal representative

or guardian.

Article 2 Service

1. Through the User's membership registration, the User shall be entitled to purchase the right to use contents provided in the Service such as photographs, illustrations, footage, and music (hereinafter referred to as the "Content"). Such purchase of the right to use the Content will be hereinafter referred to as "purchase of the Content" or "purchasing the Content".
2. The User who completes membership registration in the Service (hereinafter referred to as the "Member") may make further registration of a contributor in order to upload, and submit the Content, and to sell the right to use the Content in relation to which he or she possesses copyright and other rights. As used herein, the Member who completes such contributor membership registration will be referred to as the "Contributor Member", and such sale of the right to use the Content will be hereinafter referred to as "sale of the Content" or "selling the Content".
3. Pixta is entitled to determine at its own discretion the sales method of the Content including but not limited to purchasers, prices, license terms, calculation method of royalties and the amount thereof.
4. Whenever Pixta reasonably considers it necessary, Pixta may change, suspend or discontinue all or part of the Service without prior notice to the User, or prior consent from the User, or without any liability to the User.
5. Whenever Pixta reasonably considers it necessary, Pixta may delete or change the Content provided by the User or any information associated thereto without prior notice to the User, prior consent from the User, or without any liability to the User.
6. Whenever Pixta reasonably considers it necessary, Pixta may revise, amend, change or update the Terms of Use, the License Agreement, and the Contributor Agreement (collectively hereinafter referred to as the "Terms of Use etc.") according to its necessity. If Pixta revises the Terms of Use etc., Pixta shall notify the User of effective dates and details of amendments in advance. The User shall be deemed to have agreed to the latest version of the Terms of Use etc. if the User uses the Service after the effective date.
7. The User shall bear any and all the relevant communication expenses incurred by use of the Service such as receiving and sending e-mails and viewing websites by mobile phones or any other communication device.
8. Pixta cannot guarantee, or accept any responsibility or liability for the accuracy or completeness of the Content provided in the Service, or the titles, captions or information incidental thereto, including but not limited to the indications about the status of copyright, portrait right, right of publicity, or any other proprietary rights in the Content. Upon submitting the Content and information to the Service, or upon purchasing and using the Content, each User shall comply with the Terms of Use etc. and take all responsibility.

Article 3 Prohibition on Use of Service

1. The User shall be prohibited from engaging in any of the following activities in using the Service:
 - i. To conduct any act which would infringe intellectual proprietary rights such as copyright, portrait right, right of privacy, honor or any other rights or interest of Pixta, or any other third party including but not limited to, unauthorized use of the Content in the Service, and submission to the Service of any contents the rights of which belong to any other persons;
 - ii. To enter fallacious or erroneous information in the Service;
 - iii. To interrupt operation of the Service by unlawful conducts or nuisance through the internet such as providing computer viruses or reverse engineering;
 - iv. To use the Service without authorization by entering any fallacious information or impersonating other person in the process of the registration or upon log-in;
 - v. To perform nuisance act vis-à-vis any other third party such as slandering, abusing, harassment, or threat;
 - vi. To promote, induce, solicit, market or otherwise communicate vis-à-vis another User or any third party beyond the extent required with respect to product or service in the Service;
 - vii. To conduct any act against public order and good morals, or any illegal, unlawful, or criminal act; or
 - viii. To conduct any other acts which Pixta deems inappropriate.

Article 4 Membership Registration

1. To use the Service, the User shall be required to accept and agree to the Terms of Use etc., and complete membership registration procedure designated by Pixta.
2. If any User who has applied for, or completed the membership registration falls under any of the following causes in addition to the provision of paragraph 6 of Article 1 hereof, Pixta may refuse or cancel the User's application or registration at any time without any liability to the User. Also Pixta shall not be obligated to disclose the reason of such refusal or cancellation to the User and the User shall not take objection to Pixta's decision.
 - i. If Pixta determines at its sole discretion that the User has breached or is likely to breach the Terms of Use etc.;
 - ii. If the registered information is found, in whole or part, to be fallacious, erroneous, or defective;
 - iii. If the registration of the User has been once cancelled by Pixta;
 - iv. If the User who is a person with limited capacity has completed the membership registration without consent of his or her legal representative, guardian or the like, or if the User is a minor;
 - v. If Pixta determines that the User is antisocial forces or any equivalent thereof, or Pixta determines that the User is involved in antisocial forces or any equivalent thereof;
 - vi. If otherwise Pixta determines that the User is inappropriate as the Member.
3. The Member shall not transfer, rent, change the name of, grant security interest on or otherwise dispose of the account, the registered e-mail address, password, and status as the Member, and the rights and obligations granted hereunder or the right to receive the Service.

4. The membership registration procedure requires the User's entry of registered e-mail address and password. If Pixta recognizes the match between such registered e-mail address and password, it shall be deemed by Pixta that the login and use thereof has been conducted by the User who has been registered as the holder of the registered e-mail address and password. Each User shall keep strictly private and confidential the registered e-mail address and password.
5. Pixta shall not be liable for any damages incurred by the User arising out of or in relation to the use of his or her registered e-mail address or password by any third party regardless of existence of the User's negligence.
6. The User shall forthwith notify Pixta of any change of registered information such as e-mail address, home address, or telephone number. The User shall register with Pixta contact information which enables Pixta to contact the User at any time, and at Pixta's inquiry, the User shall forthwith respond thereto.
7. Pixta shall not be liable for detriment to the User caused by the User's failure to notify Pixta of change of the registered information as set forth in the preceding paragraph.
8. If the User registers the name or other necessary information of the organization to which the User belongs (hereinafter referred to as the "Organization") in a manner designated by Pixta, the Organization shall become the Member as a contract party with Pixta under the Terms of Use etc. In such case, the User who has made the membership registration (hereinafter referred to as the "Registrant") shall represent and warrant that he or she has the full right and authority to agree to the Terms of Use etc. and that the Registrant's agreement shall be legally effective to the Organization and the Terms of Use etc. shall be legally binding and enforceable on the Organization.
9. Pursuant to the provision of the paragraph 3 of this Article 4, only the Member shall be entitled to download the Content in the Service, however, in cases where the Organization is the Member, only the Registrant shall be entitled to download the Content in the Service. The scope of permitted use and alteration of the downloaded Content shall be subject to the provisions of the License Agreement. The Registrant, as an individual, shall not use the account of the Organization for private purpose, or if the Registrant resigns or otherwise withdraws from the Organization, the Registrant shall not use the account or the Content purchased or downloaded therefrom.
10. The Registrant of the Organization shall not transfer, rent, change the name of, or otherwise dispose of the account, the registered e-mail address and password to the other employees etc. of the Organization or any other third party. If the Organization desires to continue the use of the account of the Registrant who has resigned or otherwise withdrawn from the Organization, the Organization shall take the procedures designated by Pixta along with provision of the successor Registrant's name etc.; provided, however, that, if the withdrawn Registrant has been registered as the Contributor Member, and has registered the Content in the Service, the treatment of the account of the withdrawn Registrant may be discussed separately, regardless of the Organization's request, depending on the copyright ownership status of the Content the withdrawn Registrant has uploaded.
11. Pixta shall not be liable for any detriment or damage to the Registrant and the Member which may be

caused by the measures pursuant to the provision of the preceding paragraphs 9 and 10 of this Article.

12. The Organization as the Member who is a contract party with Pixta under the Terms of Use etc. shall be liable for any act of the Registrant or any employees etc. who use the Content and the account of the Organization.

Article 5 Personal Information

Pixta shall take appropriate measures in its handling of personal information based on Pixta's Privacy Policy, and the User shall agree to the handling of his or her personal information in accordance with Pixta's Privacy Policy. The User shall agree that Pixta will handle the specific personal information in accordance with the Pixta's Policy on Handling Specific Personal Information.

Article 6 Measures to be Taken in the Event of Breach of Terms of Use

1. In cases of breach of the Terms of Use etc. by the User, including but not limited to, unauthorized use of the Content and failure of payment, Pixta is entitled to take necessary measures, at its sole discretion, against the breaching User, such as request for payment of penalty separately designated by Pixta, ceasing and desisting use of the Content or the Service, withdrawal from the membership, claim for compensation for damages including reasonable attorney's fees, and the like.
2. Pixta shall not be liable for any of claims or liabilities with any third party arising out of or in relation to the User's breach of the Terms of Use etc. including but not limited to unauthorized use of the Content. The breaching User shall be solely liable to deal with such claims or liabilities on his or her own responsibility and at his or her own expenses, and shall warrant and agree to keep and hold Pixta harmless from and against any and all damage related thereto.
3. In the event that Pixta has incurred any damage out of or in relation to such legal demand filed against Pixta as set forth in the preceding paragraph, the breaching User shall indemnify Pixta for and against any and all damage and expenses related thereto incurred by Pixta in order to deal with the same including any reasonable attorney's fees.
4. If Pixta considers it necessary after finding that the User has breached the Terms of Use etc., or finding the threat thereof, Pixta may disclose to the third party involved in the dispute or claim due to the User's breach, the User's contact address or any other information that Pixta possesses concerning the User.
5. If Pixta receives report about breach of the Terms of Use etc. for any of Content or use thereof, Pixta will make reasonable effort to take the best measures in order to cure such breach and reserves the right to determine at its own discretion what measures to be taken by Pixta.

Article 7 Disclaimer

1. Pixta warrants that Pixta has obtained from the contributor of the Content a warranty that the Content available in the Service does not infringe copyright, portrait right or any other third party's rights.
2. PIXTA MAKES NO WARRANTY OF CORRECTNESS OR COMPLETENESS REGARDING

INFORMATION MATERIAL RELATED AND INCIDENTAL TO THE CONTENT SUCH AS CAPTIONS, TITLES OR KEYWORDS IN THE SERVICE.

3. EXCEPT FOR PIXTA'S WARRANTY EXPRESSLY SET FORTH IN THE PARAGRAPH 1 OF THIS ARTICLE 7, ANY AND ALL CONTENT, INCLUDING INFORMATION MATERIAL RELATED AND INCIDENTAL THERETO SUCH AS CAPTIONS, TITLES AND KEYWORDS, SHALL BE PROVIDED "AS IS." PIXTA SHALL NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FULFILLMENT OF THE USER'S REQUIREMENT OR CONTRACT NONCONFORMITY OF THE CONTENT. EVERY USER AGREES TO USE THE CONTENT AND THE SERVICE BASED ON THEIR OWN RESPONSIBILITY AND JUDGMENT.
4. PIXTA SHALL NOT BE LIABLE IN ANY WAY FOR DAMAGE ARISING OUT OF OR IN RELATION TO ERROR OR TROUBLE OF TECHNICAL ENVIRONMENT RELATED TO THE SERVICE INCLUDING BUT NOT LIMITED TO COMPUTER SYSTEM TROUBLE AND FALSE DISPLAY INCIDENTAL THERETO.
5. PIXTA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF DATA OF THE CONTENT SUBMITTED TO PIXTA INCLUDING BUT NOT LIMITED TO THE DATA OF IMAGES, FOOTAGE, MUSIC, AND TEXT, AND DATA OF INFORMATION INCIDENTAL THERETO. EACH USER SHALL PREPARE AND MAINTAIN THE BACKUP OF SUCH DATA BY HIM OR HERSELF.
6. PIXTA SHALL NOT WARRANT THAT THE SERVICE, ITS SERVER, THE CONTENT AND ANY E-MAILS TRANSMITTED FROM THE SERVICE DO NOT TRANSMIT ANY OF COMPUTER VIRUS, SPAMS OR ANY OTHER HARMFUL ELEMENT.
7. PIXTA'S LIABILITY FOR THE SERVICE SHALL BE AS FOLLOWS:
 - (1) IN NO EVENT SHALL PIXTA BE LIABLE FOR ANY DAMAGE INCURRED BY THE USER ARISING OUT OF OR IN RELATION TO THE SERVICE.
 - (2) NOTWITHSTANDING THE PRECEDING ITEM (1), IN CASES WHERE PIXTA IS LIABLE FOR DAMAGES INCURRED BY THE USER, PIXTA SHALL BE LIABLE FOR ONLY DIRECT AND NORMAL DAMAGES (EXCEPT LOST PROFITS), AND THE AGGREGATE LIABILITY OF PIXTA SHALL BE LIMITED TO THE AMOUNT DESIGNATED AS THE AMOUNT OF INDEMNIFICATION IN THE LICENSE AGREEMENT OR THAT IN THE CONTRIBUTOR AGREEMENT AS THE CASE MAY BE, WHICHEVER LESSER.
 - (3) IN CASES WHERE THE CONSUMER CONTRACT ACT OF JAPAN APPLIES TO USE OF THE SERVICE, THE PROVISION OF THE ABOVE ITEM (1) OF THIS PARAGRAPH DOES NOT APPLY, AND THE PRECEDING ITEM (2) SHALL APPLY ONLY TO THE CASES WHERE PIXTA CAUSES DAMAGE TO THE USER DUE TO PIXTA'S NEGLIGENCE (EXCEPT GROSS NEGLIGENCE).
 - (4) PIXTA SHALL HAVE NO LIABILITY FOR THE DAMAGE INCURRED DUE TO THE

USER'S BREACH OF THE TERMS OF USE ETC. OR ANY CONTENT AFTER THE USER'S ALTERATION.

8. PIXTA SHALL NOT BE LIABLE FOR ANY DISPUTE WITH OTHER USER OR ANY THIRD PARTY ARISING OUT OF OR IN RELATION TO THE USER'S USE OF THE MESSAGING FUNCTION AVAILABLE IN THE SERVICE, OR DAMAGE INCIDENTAL OR RELATED THERETO. THE USER AGREES THAT, IF PIXTA RECOGNIZES OCCURRENCE OF ANY TROUBLE OR THREAT THEREOF, ONLY TO THE EXTENT THAT PIXTA CONSIDERS NECESSARY, PIXTA MAY ACCESS AND REVIEW THE MESSAGES WITHIN THE MESSAGING FUNCTION IN THE SERVICE IN ORDER TO PREVENT OR CURE SUCH TROUBLE AND TAKE ANY OTHER NECESSARY MEASURES.
9. THERE MAY BE CASES IN WHICH PIXTA PROVIDES THE SERVICE WITH ANY EXTERNAL SERVICES PROVIDED BY ANY OTHER COMPANY. IN SUCH CASE, THE USER AGREES TO USE SUCH EXTERNAL SERVICES ON HIS OR HER OWN RESPONSIBILITY AND AGREES THAT PIXTA SHALL NOT BE LIABLE TO ANY DAMAGE ARISING OUT OF OR IN RELATION TO THE USER'S USE OF SUCH EXTERNAL SERVICES. IN USING SUCH EXTERNAL SERVICES, THE USER SHALL COMPLY WITH ANY OF TERMS AND CONDITIONS PROVIDED BY SUCH EXTERNAL SERVICES.
10. If any provision of the Terms of Use etc. is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use etc. shall remain in full force and shall not be impaired.

Article 8 Withdrawal from Membership

1. The Member is entitled to cease the use of the Service at any time in accordance with the membership withdrawal procedure which has been separately designated by Pixta and the Terms of Use etc.; provided, however, that the Member shall not withdraw from the Service if any of the prices remains unpaid. Also the Member agrees that Pixta may require a prescribed amount of time after withdrawal procedure has been completed for those changes to be reflected on the system.
2. Upon application for withdrawal, the Member's account is closed and any and all the functions therein become unavailable to the Member. Any and all the prepaid credits (hereinafter referred to as the "Prepaid") then possessed by the Member become invalid.
3. In case of the Contributor Member's withdrawal, the Content which has been available in the Service will remain available for sale for thirty (30) days after the date of withdrawal application. The Content which has been under reviewing will be deleted within twenty-four (24) hours after the withdrawal application. The Contributor Member whose Content has been sold in the Service may apply for the conversion of the credits earned on each sale (hereinafter referred to as the "Earned Credits") possessed by the Contributor Member for sixty (60) days after the date of withdrawal application. Any such Earned Credits remaining unconverted shall be invalidated thereafter. The Contributor Member who has no Content on sale in the Service shall have no access to his or her account or to all the function

therein upon the withdrawal application having been made. If the amount of the Earned Credits does not attain to the minimum amount for conversion designated under the Contributor Agreement at the end of the term in which the Content remains available for sale after the withdrawal, such amount of the Earned Credits shall become invalid. The Contributor Member agrees that, even after the withdrawal from the membership or delete of the Content, the Contributor Member shall not demand for any cause cease and desist of the use of the Content that has been purchased.

4. In the event that the Member falls or may fall under any of the following causes in Pixta's judgment, Pixta may, at its sole discretion, enact the withdrawal procedure of such Member without prior notice to, or approval of such Member. Pixta is not be obligated to disclose to the Member the reason why his or her membership has been withdrawn:
 - i. If Pixta reasonably considers at its own discretion that the Member falls or may fall under any causes as set forth in paragraph 2 of Article 4;
 - ii. If the Member deceases;
 - iii. If the account of the Member remains unlogged for more than one (1) year;
 - iv. If the Member withdraws from the Organization pursuant to the provision of the paragraph 9 of the Article 4 hereof; or
 - v. If otherwise Pixta considers the Member to be inappropriate as the Member.
5. In the event that the Member is withdrawn from the membership by Pixta due to the Member's falling under any of the above causes, any and all the RF license granted to the Member prior to the withdrawal shall become null and void. In the event of the Member's falling under any of the above causes that results in damage incurred by Pixta, the Member shall compensate for the whole damages incurred by Pixta including reasonable attorney's fees.
6. If the Member who is withdrawn by Pixta due to falling under any causes as set forth in the paragraph 4 of this Article is the Contributor Member, in addition to the provision in the preceding paragraph, Pixta is entitled to forfeit any remaining Earned Credits possessed by the Member.
7. As a result of withdrawal from membership in accordance with the provisions in this Article, the agreement existing between the Member and Pixta, such as the Terms of Use, the License Agreement, the Contributor Agreement, and any other agreements executed between the Member and Pixta shall be terminated and the Member shall forfeit all rights to use the Service. The Member shall additionally forfeit all the possessed Prepaid and the Earned Credits.
8. Even if the Member withdraws from the membership, Pixta shall have no liability to refund money collected by Pixta related to the Member.
9. Even after the Member's withdrawal from the membership, for the purpose of the Service provision, Pixta may keep and utilize the Member's registration information that has been collected by Pixta during the effective term of the membership, the Content, and its related information for a period designated by Pixta.
10. After the Member's withdrawal, except in case of withdrawal due to the causes as set forth in paragraph 4 of this Article, the Member may, unless the Content is used in a manner breaching the Terms of Use

etc., continue to use the Content the RF license of which has been duly granted to the Member and the use of which has been commenced during the effective term of his or her membership.

Article 9 Suspension or Discontinuation of Service

Pixta reserves the right to suspend or discontinue operation of the Service without prior notice to the User for any of the following reasons. Pixta shall have no liability for any damage caused to the User as a result of such suspension or discontinuation conducted in accordance with the following reasons:

- i. Periodic or emergency maintenance of equipment or system used in provision of the Service;
- ii. Breakdown of equipment or system used in provision of the Service;
- iii. Natural disasters such as earthquakes, volcanic eruptions, floods or tsunamis, wars, conflicts, riots, civil commotions, labor disputes, fires, blackout, accidents on communication lines etc., and other unexpected incidents or accidents, or force majeure which prevents the Service from being provided;
or
- iv. Other causes in which suspension or discontinuation of the Service is deemed necessary for operational or technical reasons.

Article 10 Communication / Notice

Any and all the notices provided by Pixta to the User hereunder shall be made by posting in the Service or by e-mails and so forth. Such notices shall be deemed to have been effectively delivered upon the timings as designated below respectively:

- i. When Pixta posts the notice in the Service;
- ii. When Pixta dispatches the notice by e-mail to the address registered pursuant to paragraph 4 of Article 4.

Article 11 Business Transfer etc.

If Pixta has assigned and transferred the business regarding the Service to a third party, Pixta may assign and transfer the contractual status, rights and obligations under the Terms of Use etc. as well as information of the User including other clients' information to the assignee of such business transfer, and the User shall hereby agree to such transfer in advance. As used herein, the business transfer as referred to above includes a split of the company or any other form of restructuring of company that would result in a business transfer, in addition to the usual form of business transfer.

Article 12 Survival Clause

The following provisions shall survive the termination, cancellation or withdrawal of the Member's membership, and remain effective thereafter.

<The Terms of Use>

Provisions of Paragraphs 5, 7 and 8 of Article 2, Paragraphs 3, 5, 7 through 12 of Article 4, Articles 5 through 9, and Articles 11 through 15

<The License Agreement>

Provisions of the Articles 16 through 22

<The Contributor Agreement>

Provisions of the Articles 23 through 28

Article 13 Consultation

The User, Pixta and any third party shall enter into good faith consultation and negotiation with each other for resolution of any questions relating to, or problems arising from the Service.

Article 14 Language

The Terms of Use etc. shall be executed in and controlled by English language for the User who has agreed to the English version of the Terms of Use etc. Any translation in any other language shall be for convenience of reference only and shall have no binding effect between Pixta and the User who has agreed to the English version of the Terms of Use etc.

Article 15 Governing Law and Court of Jurisdiction

1. Any legal problems relating to the Service shall be governed by the laws of Japan; provided, however, that the United Nations Convention on Contracts for the International Sales of Goods shall not apply.
2. In the event of doubts or disputes not being solved through consultation as described in the preceding Article 13, all lawsuits arising in connection with the Terms of Use etc. shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.

As of November 8, 2022

2022 (c) PIXTA Inc. All Rights Reserved PIXTA Inc.

Terms of Use - License Agreement

This License Agreement (hereinafter referred to as the “License Agreement”) provides terms and conditions for the Member to purchase and use the Content in the Service. The License Agreement shall be incorporated into the above mentioned Terms and Use together with the below mentioned Contributor Agreement, and accordingly shall apply to the use of the Service. If there is any conflict among the License Agreement and/or the Contributor Agreement and the Terms of Use, the License Agreement shall prevail in respect of the use of the Content.

As used herein, the Content categorized into photographs or illustrations (including vector images) shall be referred to as the “Images”, the Content categorized into videos or moving images shall be referred to as the “Footage”, and the Content categorized into music or sound shall be referred to as the “Music”. If any provision of the Terms of Use specifies special application to any of the categories, the said provision shall be applicable only to the specific category such as the Images, the Footage or the Music, as the case maybe.

Unless otherwise provided for in the License Agreement, the terms defined in the Terms of Use and the Contributor Agreement shall have the same meaning herein.

Article 16 Sales Method of Contents (Grant of Royalty Free License)

1. The Content shall be available either at the prices of the item-by-item (hereinafter referred to as the “Single Purchase”) or at the prices of the subscription under which the Content may be downloadable up to the designated maximum number of items during the designated period of time (hereinafter referred to as the “Subscription”).
2. All the Content provided in the Service shall be offered and sold in form of granting to the Member royalty free license (RF license) to use the Content as provided herein, through the Member’s payment of the price for the Content, including the prescribed price under the Subscription, and his or her downloading the Content.
3. The User shall acknowledge and agree that certain parts of the Content provided in the Service, such as the Footage, the Music, the brand collection, and a part of the Images, are not available under the Subscription because they are not included in the sale under the Subscription, and that certain parts of the Content or categories such as the Music and the brand collection are not available depending on the Member’s selection of the environment to use the Service such as languages or areas.
4. Under the RF license, the Member may use the purchased Content as many times as the Member desires, without limit of time, whether personal or commercial, for the purposes as separately designated by Pixta, to the extent permitted under the License Agreement, and on the condition that the Member is required to make any of the following alterations to the Content for the use thereof. However, the use for which the acquisition of the Extended License is required shall be subject to such provisions of the Extended License as set forth in Article 17 hereof below.

<The Images>

- i. Adjusting the resolution of the Content in appropriate manner for the intended use;
- ii. Incorporating the Content in the design to ensure that any third party will not separate or download the Content itself; or
- iii. Adding text or simple montages over the Content.

<The Footage>

- i. Incorporating the Content as a part of multimedia products such as films, videos, TV programs, advertisements and the like; or
- ii. Taking technical measures to prevent any third party from isolating or downloading only the Footage from the products.

<The Music>

- i. Synchronizing the Content with multimedia products such as films, videos, TV programs,

advertisements and the like; or

- ii. Taking technical measures to prevent any third party from isolating or downloading only the Music from the products.

*For permitted alteration, please refer to the paragraph 12 of this Article.

5. The Member shall not assign, sublease, transfer, or sublicense to any third party the RF license granted herein without Pixta's permission.
6. Notwithstanding the preceding paragraph, if the Member uses the Content in any product that the Member produces or creates for or on behalf of any client of the Member (hereinafter referred to as the "Client"), the Member may allow the Client to use the Content only in the said product. If the Member entrusts to any subcontractor production of any product in which the Content is used, the Member may allow the subcontractor to process or alter the Content only in the said product. In either event, the Member shall be liable for the compliance of the Terms of Use etc. by the Client and the subcontractor.
7. The RF license granted on the Subscription basis shall be single seat license under which only the Member (or only the Registrant in cases where the Organization is the Member) him or herself may download, process and alter the Content; provided, however, that, if the Member agrees otherwise with Pixta separately, the provisions of such agreement shall apply. If the Organization is granted the RF license through the Single Purchase, the Content downloaded by the Registrant may be processed and altered by employees or members who belong to the Organization, as well as the Registrant, to the extent as provided in the License Agreement.
8. Under the Subscription, the downloaded Content may not be saved or stored without being used for a term of one (1) year or more. Such unauthorized save or storage of the Content shall be subject to the penalty as set forth in the Article 18 hereof.
9. It is impossible to grasp the history of use of the Content up to the present.
10. The Member agrees that, depending on manner of the use of the Content, additional procedure or additional license fee may be required by the right holders or licensors separately in order to obtain additional permission therefrom on copyright, design right, right of portrait, trade mark right, or any other right related to the Content itself or the subject(s) in the Content. The Member also agrees that the owner or manager of specific facilities that are reflected in the subject(s) of the Content may separately require acquisition of additional permission depending on manner of the use of the Content.
11. Even after the grant of license by Pixta hereunder, the copyright and any other rights in and to the Content are retained by the Contributor Member of the Content or the legitimate licensor thereof, without transfer of such rights to the Member purchasing the Content.
12. The Member is permitted to make alterations to the Content to the following extent for each category; provided, however, that the Member shall not violate the prohibitions as set forth in the following paragraph in using and altering the Content in any way.

< The Images >

Alterations to the Images such as trimming, turnover, resizing, changing color, adding text, and simple montages are permitted.

< The Footage >

Alterations permitted for the Images shall be also permitted for the Footage ; provided, however, that the Contributor Member's prior approval shall be required if any still image is created and used from the Footage, except that such still image is created and used in the course of promotional activities of multimedia products incorporating the Footage.

< The Music >

Alterations to the Music shall be limited to volume control, fade-in/fade-out, loop, cut, and minor tone adjustment. Material alteration to the Music such as deleting vocal, and so forth are prohibited.

13. The Member is prohibited from using the Content in the manner set forth below. However, the items ix, x and xi of this paragraph shall not apply to the Content which does not include or depict any person, or which is illustration, except for the cases where any specific person, corporation, or entity is detected from the Content:
 - i. Use in obscene content or against public policy and good morals;
 - ii. Use as or in logos, service marks, or any other object, which is subject to any legal right such as trademarks or designs etc.;
 - iii. Use in adult-entertainment business, pornography, sexually explicit contents, dating site or any other equivalents;
 - iv. Use related to gangsters, terrorists or any other antisocial forces or any equivalent thereto;
 - v. Use which leads, or would lead, to defamation, libel, abuse, violation of rights or disrepute of the Contributor Member or subject of the Content such as models, including, but not limited to, those which resulted from alteration or distorting etc. of the Content or subject of the Content;
 - vi. Use the Content in any business or service competing with Pixta's business or service, including, but not limited to, the items below;
 - Running or operating stock photography or stock content provider business;
 - Distributing or adding the Content as material contained in a collection of contents such as CD, DVD, software or the like;
 - Printing out or materializing the Content and distributing the same as material for users to use for any purpose, or scoring the Music and distributing the scored material; or
 - Distributing the Content in any manner that users are permitted to make free alteration to the Content itself as material.
 - vii. Plagiarizing or use which would be regarded as plagiarism of the Content, including the use in which the Content is publicized or published with being misunderstood as through it is a work by any

- person other than the original author or the legitimate copyright holder;
- viii. Resale, assignment or sublicensing of the Content downloaded from the Service to any third party, with or without compensation;
 - ix. Use in any manner other than illustration images and giving an impression that the subject of the Content is using or endorsing a particular business transaction, product or service by using the dialogue balloons or subtitles etc. to the Content, or adding false ages, names, or any other profile information associated with the Content;
 - x. Use related to any of the following sensitive subjects, except in cases where the Content expressly depicts such sensitive subject:
<sensitive subjects>
Physical or psychological disabilities or diseases, drug, tobacco, energy enhancement medicine, violence (including, but not limited to, domestic violence, abuse or bullying), infertility, birth control, abortion, sex-change, sexual orientation, gender identity, gambling, Japanese pinball (Pachinko), consumer financing, cosmetic surgery, a portrait of a deceased person;

tips

In principle, the Member shall not use the Content depicting a person or persons related to the above mentioned sensitive subject, except the Content expressly depicting such sensitive subject. Judgment whether the Content expressly depicts the subject or not shall be made on the basis of the visual image of the Content, and it shall not be affected because the subject is included in the title or keywords of the Content or the Content is included in the search result under the subject. If the judgment is uncertain, you are required to obtain the Contributor Member's prior approval. Any use which is illegal, defamation or against public order and good morals shall be still prohibited even if the Content expressly depicts a sensitive subject.

- xi. Use giving an impression that the subject of the Content belongs to, endorses, or gives an opinion for or against, any particular religion, political party (politics), thought, or the like;
- xii. Portraying the subject of the Content in a way that a reasonable person would find offensive, including, but not limited to, the use by which subject of the Content may be found offensive as a result of emphasizing his or her physical features;
- xiii. Use of the Content or subject of the Content in a fallacious content, in a manner which may cause a misconception, in relation to fraud, defamation, or in any other illegal content or context;
- xiv. Use or publication of data for comp of the Content for the purpose other than testing purpose;
- xv. Any prohibited use of the Music under the Audiostock's Terms of Use (for more details, please refer to the FAQ);
- xvi. Any other use equivalent to the preceding items that Pixta considers inappropriate.

14. In using the Content, every User shall further acknowledge and agree to the following items:

- i. If the Member's intended use of the Content may be related to any of the above mentioned sensitive subjects, or if it is not certain whether the exception of item x of Paragraph 13 of this Article is applicable, the Member shall consult with, and obtain prior consent of the Contributor Member of the Content.
 - ii. If the Content is used in a manner that end-users of the products in which the Content is used may download the Content itself (including but not limited to the use as wallpaper images on personal computers or digital equipment, as images to be bundled to hardware, software, books and the like, and as images to be incorporated into templates), the original data of the Content shall not be provided as it is but shall be appropriately altered pursuant to the paragraph 4 of this Article. If the Content is used in such manner, the Member shall clearly specify and notify to the end-users that unauthorized reproduction of the Content shall be strictly prohibited, and also that the Content shall not be used in the manner prohibited under the License Agreement. The Member shall be liable for the end-users' breach of the said requirement.
 - iii. If the Member desires any use exceeding the above mentioned license, the Member shall first refer to the provisions of Article 17 (Extended License) below, and any further inquiry concerning the license or any use of the Content shall be then communicated with Pixta.
15. Pixta reserves the right to investigate the matters related to the use of the Content by the Member who has purchased the Content, including but not limited to, the number of reproduction or circulation or purpose of the use. The Member shall accept such investigation and cooperate therefor.
 16. The User acknowledges and agrees that the sale and/or download of the Content that have been once offered in the Service may be suspended at any time for any reason including, without limitation, intention of the contributor or of any other right holder related to the Content.

Article 17 The Images Extended License

1. If the Member desires to use the Images for any of following purposes (hereinafter referred to as the "Extended License Purpose"), the use shall exceed the scope of the standard license, and the Member shall be required to obtain the Extended License; provided, however, that the Extended License may be obtained only for the Images through the Single Purchase, and any of the Images downloaded under the Subscription may not be used for the Extended License Purpose. The Footage and the Music are not subject to the Extended License. Unless otherwise agreed with Pixta in writing, the Footage and the Music may be used within the purposes as separately designated by Pixta.
 - i. In case that the total number for reproduction of the Images for the usages separately designated by Pixta is 300,000 or more;
 - ii. In case that the credit or copyright notice designated by PIXTA is not displayed for broadcasting or webcasting of the Images;
 - iii. Use in templates;
 - iv. Sale of certain products separately designated by Pixta.
2. The Member who has purchased the specific Images with paying the Extended License fee, only the

said Images may be used for the Extended License Purpose as many times as he or she desires, without limit of time.

3. The price of the Extended License fee shall be determined by Pixta.

Article 18 Breach of the License Agreement

The User shall not breach any provision as set forth in the License Agreement. In the event of the User's breach hereof, the User shall pay to Pixta the penalty in the amount of One Hundred Thousand Yen (JPY100,000) per each of the Content relevant to such breach; provided, however, that Pixta is entitled to claim against the User compensation for damages in excess of the amount of penalty.

Article 19 Prices

1. The price of the Content shall be as follows.

<In case of the Single Purchase and the Extended License>

The price of the Content shall be determined in accordance with the size of the Content in principle, and shall be provided in the price list set forth in the Service by Pixta, except in the following cases:

- i. In case of the use for the Extended License Purpose, the sales price shall be the total amount of the basic price and the Extended License fee pursuant to the License Agreement.
- ii. If any specific indication of the sales price is provided in the Service in connection with the Content, such indication shall be applied to the said Content.

<In case of the Subscription>

The price of the Content shall be determined according to each plan of the Subscription designated by Pixta (hereinafter referred to as the "Subscription Plan") and subject to the price list of the Subscription Plan posted by Pixta within the Service. The maximum number of downloads per day and the term or period shall be determined according to the Subscription Plan.

2. Pixta may change the price list, the price list of the Subscription Plan, and the maximum number of downloads per day and the term or period as set forth in the preceding paragraph at its discretion.

Article 20 Payment of the Price

1. The Member shall pay for the Content in one of the following payment methods in accordance with the instruction in the Service. Any and all the bank charges, settlement charges or other fees required for the payment shall be borne by the Member. The Member shall acknowledge and agree that there are payment methods which are not available depending on the Member's selection of the license or the environment to use the Service such as languages or areas among those as listed below.

<In case of the Single Purchase and the Extended License>

- i. By credit card

- ii. By Prepaid to be issued in the Service
- iii. By PayPal

<In case of the Subscription>

- i. By credit card
 - ii. By PayPal
2. The Member who desires the bill payment may use the external credit payment service in accordance with the procedures designated by Pixta only if the Member meets the requirements designated by Pixta. In such case, the Member shall be deemed to have agreed to transfer the payment receivables that Pixta has against the Member, and to provide the Member's information to the external credit payment service to the necessary extent. However, if the Member is not allowed to use the external credit payment service because the Member does not meet the requirements or other reasons, the Member shall pay the price by any payment methods stipulated in the preceding paragraph other than the bill payment.
 3. For the Single Purchase and the Extended License, the payment by the Prepaid issued in the Service is available. If the Member desires to pay with the Prepaid, the Member shall purchase certain amount of the Prepaid in advance and be able to download the Content within the balance of the Prepaid. The bonus points will be added according to the prepaid amount as designated by Pixta. Prepaid remains valid for one (1) year from the date of purchase. Such Prepaid will not be cashed or reimbursed after the purchase.
 4. In case that the Member chooses automatic renewal of the Subscription Plan when the Member purchases the Subscription Plan, unless the Member turns off the automatic renewal by the designated deadline (hereinafter referred to as the "Setting Deadline") prior to the expiration date of the Subscription Plan, the Subscription Plan shall be automatically renewed and the designated price shall become payable on the designated payment date. The Setting Deadline and the payment date in case of automatic renewal may be varied depending on the currency applied to the Member. The Setting Deadline and the payment date will be posted in the Member's account page within the Service. If the number of downloads provided in the Subscription Plan does not reach the maximum number of downloads during the Subscription Plan, the remaining number of the downloads shall not be carried over to the following term of the Subscription Plan, except as otherwise stipulated in the specifications of the Subscription Plan.
 5. If the Member purchases the Content under both the Single Purchase and the Subscription, the Member shall not combine them or pay the sum to either of the accounts instead of the accounts respectively designated. In the event that the Member pays the sum in violation of the foregoing, any and all the costs and expenses required for redoing the payments shall be borne by the Member.

Article 21 Return or Refund

1. If any physical defect or obstacle is found in the Content purchased or downloaded by the Member, Pixta shall, at its own discretion, replace with a non-defective item or an equivalent item, or refund or cancel the defective Content pursuant to the following paragraphs of this Article, on the condition that the Member sends a notice to Pixta within the term specified below in order to be accepted for such remedy:

<In case of the Single Purchase>

within one (1) year after the purchase

<In case of the Subscription>

within one (1) year after the download for replacement with a non-defective item or an equivalent item. In no event shall the refund or reduction be accepted for any defective Content downloaded under the Subscription. The download of such defective Content may be cancelled from the prescribed maximum number of downloads only if the Member sends a notice to Pixta within the day of download of the defective Content and Pixta accepts the cancellation.

2. Due to the particular nature of digital data, the Member is not entitled to return the Content or the Subscription Plan, ask for a refund or reduction thereof or refuse the payment (hereinafter referred to as the "Return etc.") under any circumstance after the purchase, except in the cases prescribed in this Article. The foregoing shall apply to the cases where the terms and conditions to use the Content are changed after the purchase because of amendment or update of the Service, or the Terms of Use etc.
3. The treatment of the Return etc. shall be as follows for the Single Purchase and the Extended License:
 - i. The Return etc. may be accepted only if such Return etc. is accepted by Pixta pursuant to the paragraph 1 of this Article or if any inappropriate settlement such as a duplicated purchase occurs due to temporary server error or line failure; provided, however, that such duplicated purchase may be cancelled only if the settlement is done more than once for the same Content within twenty-four (24) hours.
 - ii. In the case that the preceding item is applicable, the Member shall be entitled to cancel the purchase in question and to obtain the refund thereof by sending a notice to Pixta within one (1) year of the purchase. Refund of the purchase which has been settled through credit card shall be made through the same credit card.
 - iii. Settlement charges which may be required by convenience store payment, ATM payment (Pay-easy) or the Internet banking payment shall be refunded only under the circumstances separately stipulated by Pixta.
4. The treatment of the Return etc. shall be as follows for the Subscription.
 - i. The Return etc. shall be accepted only if any inappropriate settlement such as a duplicated purchase occurs due to temporary server error or line failure; provided, however, that such duplicated purchase may be cancelled only if the settlement is done more than once for the same Subscription

Plan within twenty-four (24) hours.

- ii. In the cases that the preceding item is applicable, the Member shall be entitled to cancel of the purchase in question and to obtain the refund thereof by sending notice to Pixta within one (1) year of the purchase. Refund of the purchase which has been settled through credit card shall be made through the same credit card.

Article 22 Disclaimer

1. Pixta warrants that it has obtained from the contributor of the Content a warranty that the Content available in the Service does not infringe copyright, portrait right or any other third party's rights.
2. PIXTA MAKES NO WARRANTY OF CORRECTNESS OR COMPLETENESS REGARDING INFORMATION MATERIAL RELATED AND INCIDENTAL TO THE CONTENT SUCH AS CAPTIONS, TITLES OR KEYWORDS IN THE SERVICE.
3. IN THE EVENT THAT THE MEMBER HAS INCURRED ANY DAMAGE DIRECTLY CAUSED BY INFRINGEMENT OF COPYRIGHT, PORTRAIT RIGHT, OR ANY OTHER THIRD PARTY'S RIGHT FOUND IN THE CONTENT, PIXTA MAY INDEMNIFY FOR THE WHOLE OR A PART OF THE MEMBER'S DIRECT DAMAGE (INCLUDING REASONABLE ATTORNEY'S FEE BUT EXCLUDING LOST PROFIT) UP TO THE LIMIT AS DESIGNATED IN THE PARAGRAPH 4 OF THIS ARTICLE 22 REGARDLESS OF EXISTENCE OF ANY FAULT ATTRIBUTABLE TO PIXTA, ON THE CONDITION THAT ALL THE ITEMS SET FORTH BELOW ARE SATISFIED.
 - i. THE MEMBER AND ANY PERSON OR PERSONS WHO USE THE CONTENT UNDER THE MEMBER'S LIABILITY PURSUANT TO THE LICENSE AGREEMENT HAVE NOT BREACHED APPLICABLE LAWS OR REGULATIONS, THE TERMS OF USE ETC., OR ANY OTHER AGREEMENT EXECUTED BETWEEN PIXTA AND THE MEMBER AND/OR SUCH PERSON OR PERSONS USING THE CONTENT UNDER THE MEMBER'S LIABILITY. THE PERSON OR PERSONS USING THE CONTENT UNDER THE MEMBER'S LIABILITY SHALL INCLUDE, BUT NOT LIMITED TO, THE REGISTRANT, THE CLIENT AND/OR THE SUBCONTRACTOR OF THE MEMBER;
 - ii. ONE (1) YEAR HAS NOT ELAPSED AFTER THE FIRST DOWNLOAD OF THE CONTENT IN QUESTION; AND
 - iii. THE MEMBER FORTHWITH NOTIFIES IN WRITING TO PIXTA OF THE CLAIM WHICH MAY BE COVERED FOR INDEMNIFICATION AND THAT THE MEMBER AGREES THAT PIXTA SHALL HAVE THE RIGHT TO HANDLE, SETTLE OR DEFEND THE CLAIM OR LITIGATION NOTIFIED BY THE MEMBER. THE MEMBER SHALL AGREE TO COOPERATE WITH PIXTA IN THE DEFENSE OF SUCH CLAIM OR LITIGATION, AND THE MEMBER MAY BE ENTITLED TO PARTICIPATE IN THE LITIGATION ETC. WITH PIXTA'S APPROVAL AND AT THE MEMBER'S OWN EXPENSE. PIXTA SHALL NOT BE LIABLE FOR ANY LEGAL COSTS AND/OR OTHER COSTS INCURRED BY THE MEMBER PRIOR TO THE NOTIFICATION TO PIXTA OF THE CLAIM.

THE INDEMNIFICATION AS SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY TO THE FREE IMAGES WHICH MEAN THE CONTENT PROVIDED FOR FREE IN THE SERVICE EXCEPT THE CONTENT PROVIDED UNDER THE SUBSCRIPTION.

THE INDEMNIFICATION AS SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY TO ANY USE OF THE CONTENT THAT PIXTA ALLOWS UNDER TERMS AND CONDITIONS DESIGNATED BY PIXTA OTHER THAN THE TERMS OF USE ETC. UNLESS PIXTA APPROVES THE APPLICATION OF THIS PARAGRAPH SEPARATELY IN WRITING.

4. THE AGGREGATE AMOUNT INDEMNIFIED BY PIXTA PURSUANT TO THE PRECEDING PARAGRAPH SHALL NOT EXCEED ONE MILLION YEN (JPY1,000,000.) PER THE MEMBER (TO BE PRECISE, THE MEMBER WHO HAS A NUMBER OF INFRINGED CONTENT MAY BE INDEMNIFIED UP TO THE AMOUNT AS A CUMULATIVE AMOUNT.), OR PER THE ORGANIZATION IF THE ORGANIZATION IS REGISTERED IN THE MEMBERSHIP REGISTRATION.
5. EXCEPT FOR PIXTA'S WARRANTY EXPRESSLY SET FORTH IN THE PARAGRAPH 1 OF THIS ARTICLE 22, ANY AND ALL CONTENT, INCLUDING INFORMATION MATERIAL RELATED AND INCIDENTAL THERETO SUCH AS CAPTIONS, TITLES AND KEYWORDS, SHALL BE PROVIDED "AS IS." PIXTA SHALL NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FULFILLMENT OF THE USER'S REQUIREMENT OR CONTRACT NONCONFORMITY OF THE CONTENT. EVERY USER AGREES TO USE THE CONTENT AND THE SERVICE BASED ON THEIR OWN RESPONSIBILITY AND JUDGMENT.
6. PIXTA'S LIABILITY FOR THE LICENSE AGREEMENT SHALL BE AS FOLLOWS:
 - (1) IN NO EVENT SHALL PIXTA BE LIABLE FOR ANY DAMAGE INCURRED BY THE MEMBER ARISING OUT OF OR IN RELATION TO THE LICENSE AGREEMENT AND THE LICENSE GRANTED UNDER THE LICENSE AGREEMENT.
 - (2) NOTWITHSTANDING THE PRECEDING ITEM (1), IN CASES WHERE PIXTA IS LIABLE FOR DAMAGES INCURRED BY THE MEMBER, PIXTA SHALL BE LIABLE FOR ONLY DIRECT AND NORMAL DAMAGES (EXCEPT LOST PROFITS), AND THE AGGREGATE LIABILITY OF PIXTA SHALL BE LIMITED TO THE AMOUNT DESIGNATED AS THE AMOUNT OF INDEMNIFICATION IN THE PARAGRAPH 4 OF THIS ARTICLE 22.
 - (3) IN CASES WHERE THE CONSUMER CONTRACT ACT OF JAPAN APPLIES TO USE OF THE SERVICE, THE PROVISION OF THE ABOVE ITEM (1) OF THIS PARAGRAPH DOES NOT APPLY, AND THE PRECEDING ITEM (2) SHALL APPLY ONLY TO THE CASES WHERE PIXTA CAUSES DAMAGE TO THE MEMBER DUE TO PIXTA'S NEGLIGENCE (EXCEPT GROSS NEGLIGENCE).
 - (4) PIXTA SHALL HAVE NO LIABILITY FOR THE DAMAGE INCURRED DUE TO THE USER'S BREACH OF THE TERMS OF USE ETC. OR ANY CONTENT AFTER THE USER'S

ALTERATION.

As of November 8, 2022

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Terms of Use - Contributor Agreement

This Contributor Agreement (hereinafter referred to as the “Contributor Agreement”) provides terms and conditions for the Member to complete the Contributor membership registration and submit the Content in the Service. The Contributor Agreement shall be incorporated into the above mentioned Terms and Use together with the License Agreement, and accordingly shall apply to the use of the Service. If there is any conflict among the License Agreement and/or the Contributor Agreement and the Terms of Use, the Contributor Agreement shall prevail in respect of the rights and obligations of the Contributor Member.

As used herein, the Content categorized into photographs or illustrations (including vector images) shall be referred to as the “Images”, the Content categorized into videos or moving images shall be referred to as the “Footage”, and the Content categorized into music or sound shall be referred to as the “Music”. If any provision of the Terms of Use specifies special application to any of the categories, the said provision shall be applicable only to the specific category such as the Images, the Footage or the Music, as the case maybe. Unless otherwise provided for in the Contributor Agreement, the terms defined in the Terms of Use and the License Agreement shall have the same meaning herein.

Article 23 Contributor Member

1. The Member shall be able to become the Contributor Member only through the separate Contributor membership registration designated in the Service which may be applicable only after completion of the membership registration.
2. Through accepting and agreeing to the Contributor Agreement, and through submitting or uploading to the Service the Content that Contributor Member owns, the Contributor Member grants to Pixta a perpetual, worldwide and non-exclusive right to reproduce, distribute, sell, advertise, transmit, make available to the public for transmission, display, or exhibit etc., and to create derivative works based on the Content as well as the information such as keywords, titles and the like that is submitted by the Contributor Member incidentally to the Content (hereinafter referred to as the “Related Information”), and also to authorize any third party (including any sublicensee of such third party) to reproduce etc. as provided in this paragraph the Content and the Related Information under the License Agreement or the other terms and conditions designated by Pixta.
3. Upon the Contributor Member’s submitting or uploading his or her Content and the Related Information to the Service, the Contributor Member shall be deemed to have agreed to the reproduction, etc. of the Content and the Related Information pursuant to the preceding paragraph. Furthermore, the Contributor Member shall agree that data for comp, whether with or without water mark, may be provided for free to prospective purchaser of the Content for testing prior to the purchase,

such as checking the layout or construction etc.

4. Only if the Contributor Member notifies to Pixta in the manner as designated by Pixta, the Contributor Member may exclude all or a part of the Content he or she submits from the sale under the Subscription in the Service. Unless the Contributor Member makes such notification, the Contributor Member shall be deemed to have accepted and agreed to the sale of the Content under the Subscription, including any sale of Content under terms and conditions discretionally designated by Pixta with the payment of royalties payable to the Contributor Member under the Subscription. The Contributor Member may exclude from the sale under the Subscription in a manner of the forgoing notification later the Content of which the Contributor Member has once accepted and agreed to such sale. However, a certain period designated by Pixta shall be required before the Content is excluded from the sale under the Subscription after the notification.
5. If, in the specific sale of the Content, the royalties to be paid to the Contributor Member falls below the royalties calculated based on the royalty rate designated by Pixta, Pixta will separately notify the Contributor Member thereof, and give an opportunity for the Contributor Member to exclude his or her Content from the sale with the lower royalties. Unless the Contributor Member excludes his or her Content on the opportunity, the Contributor Member shall be deemed to have agreed to the sale with the lower royalties. If the Contributor Member indicates his or her intention to exclude the Content from the sale with lower royalties after once the Contributor Member has agreed the sale, certain time shall be required before the indicated intention is reflected.
6. Even after Pixta grants a license, copyright or any other rights in or to the Content shall remain with or belong to the Contributor Member or copyright owner of the Content without transfer to the Member who has purchased the Content.
7. The Contributor Member acknowledges and agrees that the customers, purchasers or users may alter and change the Content freely, and the Contributor Member shall not require that his or her name be or not be credited upon any use of the Content. The Contributor Member agrees not to exercise, or not to have any third party exercise, moral right of an author or any equivalent right under applicable laws.
8. The Contributor Member shall agree that Pixta shall not be required to distribute all the Content the Contributor Member submits.
9. The Contributor Member shall agree that the price of the Content may be discounted or otherwise adjusted at Pixta's discretion against the price set forth in the Service.
10. The Contributor Member shall, upon Pixta's requests, repair or cure physical defect, obstacle or any other error found in the Content to the extent possible. If the Contributor Member is not able to do so or fails to do so, or the defect, obstacle or error is minor, the Contributor Member shall agree that Pixta may repair or cure the same at its own discretion.
11. The Contributor Member shall not make a profit in the Service by purchasing or having any third party purchasing the Contributor Member's own Content.

Article 24 Contributor Member's Warranties

1. The Contributor Member shall warrant that any and all Content and the Related Information which he or she submits and uploads to the Service are produced by the Contributor Member him or herself, and the copyright thereof fully belongs to the Contributor Member, or that the Contributor Member legally obtains in writing all the necessary license from the legitimate licensor thereof. The Contributor Member shall also warrant that he or she has a full and legitimate right to grant or permit all the rights as set forth in Article 23 of the Contributor Agreement to Pixta, purchasers or customers of Pixta, and users of the Content and so forth.
2. The Contributor Member shall warrant that any and all the Related Information, including but not limited to, captions, keywords and titles, that he or she submits or uploads to the Service is true and accurate.
3. The Contributor Member shall warrant that he or she legally obtains in writing appropriate permission or release of legitimate right holders, representatives, or licensors pertaining to any and all the rights existing in the Content submitted or uploaded by the Contributor Member to the Service including but not limited to portrait right, right of publicity, trade mark right, copyright (including the neighboring rights), related to the models and subjects of the Content, or any other rights of other third party, and that the Contributor Member's Content does not infringe any of such rights of third party. In the case where the Contributor Member submits or uploads Content in which any recognizable person is reflected, the Contributor Member shall submit to Pixta the model release for all such persons, and the model release to be used shall be the form provided by Pixta in the Service or any other valid model release which has substantially equivalent contents as Pixta's form. The Contributor Member shall also represent and warrant that he or she obtains and keeps any and all the valid model releases necessary for the Content with recognizable persons therein, and, at Pixta's request, shall provide Pixta with the model release and/or necessary information related thereto.
4. The Contributor Member shall warrant that the Content submitted and uploaded by the Contributor Member has been legally produced in accordance with any and all applicable laws.
5. The Content without such necessary permission of the rights as stipulated in the above paragraph 1 or 3 of this Article 24, the Related Information that is not true or accurate or that is inappropriate including, but not limited to, unauthorized use of any other party's name etc., and the Content falling under any one of the followings shall be deemed inappropriate, and Pixta reserves the right to delete or change the same at its own discretion. The Contributor Member shall not provide such inappropriate Content to Pixta.

<Followings are examples of inappropriate Content.>

- i. The Content which includes graphic descriptions of obscenities or violence or which are against public policy and good morals;
- ii. The Content in which trademarks, logos, brands, characters, pictures, posters, advertisements, CDs, DVDs, books and so forth are included as the Content's main subject or are recognizable;

- iii. The Content in which art works including but not limited to paintings and sculptures under the copyright protection are included;
 - iv. The Content in which the identity of any individual can be recognized and for which appropriate model release has not been obtained;
 - v. The Content which includes facilities, buildings, animal pets, goods, and the like under the ownership or control by any third party, which would require appropriate permission for distribution as RF material (as used herein, RF material means the material usable for any purpose without specifying purpose of each use.) but without proper permission of the third party owner or right holder, or which have been photographed without such proper permission;
 - vi. The Content which includes inappropriate alteration or addition of inappropriate symbols or text or any such inappropriate element for sale in the Service; or
 - vii. Any other Content which Pixta considers to be inappropriate for sale in the Service.
6. In the event that any claim, dispute, complaint of infringement, or request for compensation for damages incidental thereto from any third party, arises out of or in relation to the Content or the Related Information, the Contributor Member of the Content in question shall be solely liable to deal with the same at his or her own expense, and warrants and agrees to keep Pixta harmless against any and all liability and damage caused by such claim, dispute, complaint and request for compensation for damages.
 7. In the event that such claim, dispute, complaint, or request for compensation for damages are made against Pixta and Pixta incurs certain damage therefrom, the Contributor Member of the Content in question shall indemnify for any and all the expenses incurred by Pixta including reasonable attorney's fees.
 8. In the event that any claim, dispute, complaint of infringement or request for compensation for damages from any third party in connection with the Content or the Related Information are made against Pixta, Pixta reserves the right to disclose to the relevant third party the contact address or any other information that Pixta possesses concerning the Contributor Member who has submitted or uploaded the Content in question.

Article 25 Payment of Royalties

1. Pixta shall pay the Contributor Member whose Content has been sold royalties in the credits earned on each sale (hereinafter referred to as the "Earned Credits") based on the Royalty Rate designated by Pixta. Upon conversion of the Earned Credits into money, any and all taxes including withholding tax to be imposed under applicable laws shall be deducted. The Contributor Member agrees that depending on the payment method, conversion fee may be required and deducted from the amount to be paid to the Contributor Member.
2. In case of sale of the Content under a license agreement separately designated and executed by Pixta, Pixta may discretionally grant to the Contributor Member the Earned Credits for the Extended License instead of the Earned Credits for the standard license.

3. Pixta may change the terms and conditions for the payment of royalties to the Contributor Member in either of the following events, and the Contributor Member shall accept and agree to such changes:
 - i. Improvement or change of the service system of the Service; or
 - ii. Introduction of new services or new systems.
4. Regardless of inside or outside the Service, Pixta or its affiliate companies (collectively hereinafter referred to as the "PIXTA Group") may use the Content freely at Pixta's discretion for the purpose of notification, promotion or advertisement related to PIXTA Group and/or the services operated by Pixta Group including the Service without any compensation payable to the Contributor Member. In such case, the Contributor Member shall acknowledge that the provision of paragraph 7 of Article 23 of the Contributor Agreement is applied to such use and that his or her Content may be worked or altered by Pixta Group. Also, the Contributor Member agrees that he or she is not entitled to demand the payment of royalties for the free stock contents and the data for comp both as stipulated in the paragraph 3 of the Article 1 of the Terms of Use.
5. When the Earned Credits reaches the minimum amount for conversion designated by Pixta, the Contributor Member may apply for the conversion payment, which shall be made on or before the last day of the second month following the month of such application.
6. In applying for conversion, the Contributor Member shall duly notify Pixta of his or her bank account information for payment and information required for payment of withholding tax. If there are any deficiencies in notified information, Pixta will notify thereof by e-mail, but if such deficiencies are not cured within a certain period of time designated by Pixta, such application for conversion shall be cancelled. In cases where the payment of the royalties to be paid to the Contributor Member cannot be completed due to any reasons attributable to the Contributor Member, such application for conversion shall also be cancelled, and another application shall be required.
7. The Earned Credits that the Contributor Member possesses may not be assigned or transferred, rented, or pledged to any third party.
8. Even if the Content is sold, royalties payable to the Contributor Member may be cancelled in the following cases:
 - i. that the purchaser requests for Return etc. due to the any defect or obstacle found in the Content;
 - ii. that any inappropriate settlement such as duplicated purchase occurs due to temporary server error or line failure;
 - iii. that order change request for a bigger size of the purchased Content is made (in such case the price of the original order will be canceled);
 - iv. that any of Content that has been purchased with the Extended License fee is not used for the Extended License Purpose (in such case only the royalties attributed to the Extended License fee will be cancelled);
 - v. that Pixta considers any purchase amount uncollectible due to the purchaser's insolvency or any improper transaction conducted; or
 - vi. that Pixta considers any transaction improper or not payable due to the Contributor Member's

breach of the Contributor Agreement or other reasons.

Article 26 Measure to be Taken in the Event of Deletion of Content

1. If the Contributor Member desires to delete any of his or her registered Content from the Service, Member shall take deleting procedure designated by Pixta. The Content as having been offered for sale shall be deleted only thirty (30) days after the date of such deleting procedure, for any prospective purchaser who may consider the purchase thereof.
2. The Contributor Member may not or is not entitled to demand to the purchasers or users withdrawal or suspension of the use of the Content that has been purchased prior to deleting procedure of the Content or the Contributor Member's withdrawal from the Service.

Article 27 Confidentiality

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Article 28 Disclaimer

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