

Use of our Site and App

General Terms Pic-Monks welcomes you. We provide you the services to you subject to the following Terms of Service, which may be updated by us from time to time without notice to you. You can review the most current version of the Terms of Service at any time at www.pic-monks.com by accessing and using Pic-Monks' Services, you accept and agree to be bound by the terms and provision of the Terms of Service.

- You may access and use our Site and Apps solely for your personal, noncommercial use except as expressly authorized hereunder, our Sites and Apps may not be reproduced, duplicated, copied, sold, resold, visited, reverse-engineered or otherwise exploited for any commercial purpose without our prior written authorization. We reserve the right to alter or discontinue our Sites and Apps, in whole or in part, at any time in our sole discretion.
- Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, limited right and license, without right of sublicense, to access and use our Sites and Apps, including any images, text, graphics, sounds, data, links and other materials incorporated into our Sites and Apps (other than your User Submitted Materials as defined below), solely as made available by us and solely for your own personal purposes.
- You may not use, reproduce, distribute, modify, transmit or publicly display any portion of our Sites and Apps or create derivative works of any portion our Sites and Apps without our written consent unless explicitly authorized by these terms of use.
- Some features of our Sites and Apps may enable you to send and receive transmissions. You acknowledge that we have no responsibility or liability for any transmissions, and/or any content included in such transmissions, sent or received by you. We reserve the right, in our sole discretion and at any time, to set limits on the number and size of any transmissions sent by or received through our Sites and Apps and/or the amount of storage space available for transmissions or for any feature made available through our website.
- You acknowledge that Pic-Monks may or may not pre-screen Content, but Pic-Monks and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content at any time that is available via our Site and App. Pic-Monks and its designees at any time shall have the right to remove any Content that violates the Terms of Service or is otherwise objectionable.
- The term "Content" includes and is not limited to all content, descriptive information, media files, codes submitted to Pic-Monks in any form or manner. The term "Contributor" includes "suppliers", not limited to supplying content and extended to physical goods and services.

Content Submitted by Customer or Member

- Pic-Monks does not claim ownership of content you submit or make available for inclusion on our Sites and Apps, however, with respect to Content you submit or make available for inclusion on publicly accessible areas of Site and App, you grant Pic-Monks the following worldwide, royalty-free and non-exclusive license(s), as applicable:
- 1 With respect to Content (photos, graphics, audio or video) you submit or make available for inclusion on Pic-Monks Site or App, you will retain ownership of such User Submitted Materials however Pic-Monks retains the license to use, distribute, reproduce, modify, adapt and publicly display to which such Content was submitted or made available. This license (right of use for the said content) will terminate at the time Pic-Monks removes such Content from their Site and App.

- 2 You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Submitted Materials, and that the User Submitted Materials do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.
- 3 You consent to having obtained the written consent, release, and/or permission of every identifiable individual who appears in User Submitted Contents to use such individual's likeness, for purposes of using the User Submitted Content in the manner contemplated by these Terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Submitted Materials.
- 4 You agree that we may (but are not obligated to) filter any User Submitted Content (including, without limitation, deleting or replacing expletives or other harmful or offensive depiction, rendition or language), refuse to use any User Submitted Content (including, without limitation, suspending processing, selling and shipping of any order relating to any User Submitted Content) and/or disclose any User Submitted Content and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to enforce these Terms or to comply with legal obligations or governmental requests.
- 5 You agree to indemnify and hold us, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from your violation of these Terms, any other agreement or terms of use with us, any representation or warranty contained herein or therein or any applicable law; your User Submitted Materials; your activities in connection with obtaining any products or services from us, or any activity related to access to or use of your account by you or any other person.
- 6 User Submitted Materials that violate these Terms may be removed from our Sites and Apps; provided, however, that we have no obligation to remove User Submitted Content in response to user reports or requests. We are not responsible for, and will have no liability for, the removal or non-removal of any User Submitted Content from our Site and App.

Do's and Don'ts

- While using any of our Site and App, you agree not to:
- 1 Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, unauthorized access, violate others' privacy rights or rights of publicity and restrict any other person or entity from accessing or using our site and app by means of "hacking" or defacing any portion of our Sites and Apps.
 - 2 Impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information.
 - 3 Upload to, transmit through, or display on any of our Sites and Apps any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise

objectionable, or infringes our or any third party's intellectual property.

- 4 Indulge in any disclosure of confidential, proprietary or trade secret information or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
- 5 Engage in spamming, harm minors in any way and impersonate any person or entity, including, govt. official, celebrity, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity and collect or store personal data about other users in connection with the prohibited conduct and activities aforementioned.
- 6 Transmit any software or other materials that amounts to piracy or contain any viruses, worms, Trojan horses, defects, or other destructive items and intentionally or unintentionally violate any applicable local, state, national or international law.
- 7 Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites and Apps.
- 8 Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our Sites and Apps.
- 9 Display adult nudity or inappropriate child nudity, Upload photographs of people who have not given permission for their photographs to be uploaded to a share site and post objectionable material, such as material containing hate or malicious content or offers for adult services, or material inciting or advocating terrorism or violence.

We recommend you keep back-up copies of your User Submitted Materials on your hard drive or other personal system.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content.

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password. You agree that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date.

- You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party.
- You agree that you are solely and fully responsible for any activities or actions taken under your account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your account on any of our Sites and Apps.
- If you provide any information that is untrue, inaccurate, not current or incomplete, or Pic-Monks has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Pic-Monks has the right to suspend or terminate your account and refuse any and all current or future use of the services (or any portion thereof).
- You acknowledge that the Confidential Information which you obtain through the entering into of this Membership Agreement and the use of the Site and App. constitutes valuable, confidential, proprietary information of Pic-Monks, and you agree that during the term of this Membership Agreement and thereafter you shall not, without the express written consent of Pic-Monks, use or disclose to any other person any such confidential information, unless as specifically authorized under this Membership Agreement or as required by applicable law. For the purposes of this Membership Agreement, "Confidential

Member Account, Account Security and Registration Data

Information” means any and all data, information (includes and not limited to policies and procedures), artwork, media, documents, software or materials relating to the business and management of Pic-Monks.

- Every member / contributor will be responsible for maintaining and updating their Pic-Monks account, which includes creating, maintaining and updating gallery pages, credentials, personal information and passwords.
- You agree that you are solely and fully responsible for any activities or actions taken under your account, whether or not you have authorized such activities or actions.
- In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.
- As part of our services, we may provide you with access to and use of certain personalized pages and the corresponding web addresses (URLs). However, we do not guarantee the availability of any particular web page or URL, and we reserve the right, at any time and in our sole discretion, to reclaim, suspend, terminate and/or transfer any such web page or URL. In such cases, we may, at our option, provide you with another web page and URL.
- If you have purchased storage or have been allocated storage at Pic-Monks, you agree that posts to your account will be for the purpose of selling your content and not for the purpose of saving content that you do not intend to sell. Pic-Monks reserves the right, in its sole discretion, to remove images, close or suspend access to all or some galleries, and/or suspend such accounts where it reasonably believes that the account is being used for image storage or image hosting purposes. You may always choose not to provide personal information, but if you so choose, certain products and services may not be available to you.
- Pic-Monks collects some demographic and certain kind of non-personal data, which may be linked, to your user account and we only collect personal information about you after you have provided us with your consent to collect that specific information.
- Personal information as a member will include but not be limited to information collected when you register or visit the site including your member name and password, your name, your mailing address, email address, IP address and phone number and further more include information collected when you make a purchase including your credit card number and billing address.
- Personal information when you sign-up as a contributor includes banking and other financial institution information required in order for us to compensate you; your PAN number required in order for us to prepare tax information slips; and a copy of your photo identification (for example, your driver's license).
- The security of your personal information is important to us. We follow generally accepted industry standards to help protect your personal information.

Copyright Issues / Intellectual Property

All Content on the Pic-Monks Web Site and Apps. (The “Content”) are the property of Pic-Monks and its licensors and will be protected by intellectual property laws including laws relating to copyrights, trademarks, trade-names, internet domain names, and other similar rights. Unless you have entered into a separate agreement with Pic-Monks any other use of this Content without Pic-Monk's written permission is prohibited.

- Patents, copyrights and laws of India and applicable extensions in other countries protect the services, information, content, and materials Pic-Monks offers. You may not copy, modify, or distribute proprietary material without our prior written consent

- Pic-Monks retains the right to investigate and report any violations of intellectual rights infringement and/or Web-site security issues, to the extent the law permits. You acknowledge that Pic-Monks has the right to monitor your access to, use of your Pic-Monks account to ensure your compliance with Pic-Monks terms or applicable laws and further more the order or requirement of a court of law and administrative agency or other government body.
- You may not post any content owned by someone else in a manner that violates another's copyright and Pic-Monks will terminate the accounts of repeat copyright infringers.
- Pic-Monks reserves the right to terminate accounts that act against the spirit of the "Terms of Service", regardless of how many violations are involved.

Indemnification

You agree to indemnify and hold Pic-Monks harmless against all claims or liability arising out of or in connection with any breach by you or anyone acting on your behalf of any "Terms of Use" or other agreements there of.

- You agree to indemnify, defend and hold us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers harmless from and against all claims, liabilities, losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of these terms, or any activity related to access to or use of your account (including negligent or wrongful conduct) by you or any other person accessing or using your account.
- You assume all responsibility and risk for use of this website and the materials including without limitation, any information contained in them.

Limitation of Liability and Disclaimer

To the fullest extent permitted by law, under no event shall Pic-Monks or any of its Directors, employees, shareholders, partners or agents be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages (including, without limitation, damages for loss of profits, interruptions of business or any other monetary loss) that result from your access or use of or your inability to access or use Pic-Monks site or Apps. Aforementioned term of use is applicable even if Pic-Monks has been advised of the possibility of such damages or your reliance on Pic-Monks site and Apps.

- In the event of the set policies and procedures failing to uphold their essential purpose, you specifically acknowledge that Pic-Monks is not liable for the defamatory, offensive or illegal conduct of other users or for the risk of loss from any third-party content uploaded onto or downloaded from Pic-Monks Site and App.
- In any event, the total maximum aggregate liability under these terms of use, arising from use or exploitation of any or all parts of Pic-Monks Site and App, in any manner, shall be limited to Ten Indian Rupees.

Governing Law & Jurisdiction Arbitration

This Agreement shall be governed by the laws in India and courts in New Delhi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or

any amendment thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

- The sole arbitrator shall be appointed by Pic-Monks. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

Force Majeure

Pic-Monks shall not be liable to You or any other person for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind, import or export regulations, exchange control regulations, fire or accident, shipwrecks. Should any such event occur, Pic-Monks may rescind or at its own discretion suspend performance for up to six months without incurring any liability for any loss or damages thereby occurred.

Reporting Instances of Intellectual Property Violations

For copyright or trademark concerns regarding the content residing on our Site and App, please send us a notice of copyright infringement complete with identification of the work or material that you claim has been infringed; location on Pic-Monks Site and App; Contact details, including your name, address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or law and A statement by you that the above information in your Notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf with a physical or an electronic signature of the owner of the copyright that has been allegedly infringed.

Disclaimer of Warranties

This Web Site and the materials are provided "as is" without representation or warranty of any kind, either expressed or implied, including, but not limited to the implied representations or warranties of merchantability or fitness for a particular purpose. Pic-Monks does not represent or warrant that this web site or the materials will meet your requirements or that their use will be uninterrupted or error free.

Making Purchases

If you wish to purchase any products or services through our Site and App, Pic-Monks will ask you to furnish information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Terms. All information that you provide to our third party payment processor or us must be accurate, current and complete.

You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. All reimbursements will also be made on the same value.

Order and shipping confirmation emails will be sent to customers ordering from their account.

The risk of loss for any purchases pass to you upon delivery (electronic delivery).

Due to any technical failure at Pic-Monks, items not delivered within 48 hours of placing the order will be eligible for a complete refund up to the value of purchase if so desired by the customer.

Contact For any concerns regarding the terms of use, you are advised to write-in to us at connect@Pic-monks.com

Acknowledgement You acknowledge that you have read this agreement, understand it and agree to the same.

Contributor – Non-exclusive Terms and Conditions

This Agreement governs the terms by which contributors provide media content to Pic-Monks, on a non-exclusive basis through the web site located at www.pic-monks.com and to other prospective purchasers through other distribution venues as provided for in this Agreement. This Artist's Supply Agreement is in addition to the "Terms of Use" applicable to the Site, App. and to the Membership Agreement that all persons providing content to or purchasing content from the Site must enter into. In the event of any inconsistency between this Agreement, the Membership Agreement and the Terms of Use, the terms of this Agreement shall hold.

Background of Agreement This is a legal agreement between any contributor intending to upload content onto the Site (in this agreement referred to as "you" or the "Contributor") and Pic-Monks. The contributor wishes to appoint Pic-Monks as its non-exclusive distributor to license, sublicense and distribute Content (as defined below) produced by the Contributor as per the terms and conditions set forth in this Agreement. Upon accepting the terms of this Agreement, you may make content available to Pic-Monks and each upload of content will be governed by the terms and conditions of this Agreement.

- When you tick the correct box at the end of this Agreement and type "I agree", you are agreeing to be bound by the terms of this Agreement.
- This Agreement remains in full force and effect until terminated in accordance with its terms.
- If you are a corporation, other entity or a minor you may be subject to further filing requirements.
- If at any time the terms and conditions of this Agreement are no longer acceptable to the Supplier, you must follow the termination procedures set forth below under "Term and Termination".

Provision of Content The parties acknowledge that the Contributor may, from time to time, provide information, software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively, "Content") to Pic-Monks using the procedures of the Site or such other procedures as the parties may mutually agree together with other information, documents (such as model or property releases) or software relating to such Content or otherwise required to enable Pic-Monks to realize the commercial potential of the rights granted in the Content. Any breach of the rules relating to Accepted Content will be deemed to be a breach of this Agreement.

- Pic-Monks, in its sole discretion, may determine which of such content is suitable for posting on the Site or other means of direct or indirect distribution, and only such Content as it deems suitable will be considered "Accepted Content" for the purposes of applicable provisions of this Agreement. .
- Your ability to submit further Content to the Site shall be subject to policies and procedures outlined in the Site.

Grant of Authority The Contributor hereby appoints Pic-Monks as the contributor's non-exclusive distributor to sell, license, or sublicense Content to third parties worldwide and to collect and remit funds in connection with those endeavors on the terms set forth in this Agreement.

- Pic-Monks will hold the worldwide right to market and sublicense the right to copy, use, reproduce, distribute, redistribute, sublicense, publish, republish, upload, post, transmit, broadcast, crop, modify, alter, create derivative works of, package, repackage, produce and sell prints or similar image products or display content in any and all media now in existence or that may in the future be introduced through the Site; or through other venues owned or operated by Pic-Monks. Pic-Monks will determine the terms and conditions of all licenses of Content granted to them and grant perpetual, worldwide and non-exclusive licenses or sublicenses to end-users
- Pic-Monks may post, reproduce, modify, make derivative works or otherwise use any accepted content for their own business purposes relating to the promotion of the Site, the App., the Content and promote the licensing of said Content. Accepted content may be included in current or future content collections to be used on our Site or App.
- Both Contributor and Pic-Monks agree that all rights, including title and copyright, in and to the uploaded accepted content will be retained by the Contributor, and no title or copyright is transferred or granted in any way to Pic-monks or any third party except as provided in this Agreement.

Intellectual Property The contributor acknowledges that Pic-Monks prohibits any content that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right, to be uploaded to the Site or App. By uploading content, you are warranting that you own all proprietary rights, including copyright, in and to the content with complete authority to grant the rights contemplated in this Agreement.

- If the content contains images of people or persons, you represent and warrant that you have obtained a valid and binding model release from all required parties that will permit the uses for such content contemplated in this Agreement. The contributor will keep the original release and provide a copy to Pic-Monks if requested and where required by law, you have also obtained a valid and binding release relating to any identifiable property contained in the Content that might sensibly lead to the identity of or be required by the owner of such property. The contributor agrees that neither Pic-Monks nor any of its directors, officers, employees, partners, affiliates or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use any content or description Information, or any error, omission or other matter relating to a model or property release respecting content or descriptive Information.
- Pic-Monks will use the member name chosen by you and will put in reasonable efforts to credit you as the source of accepted content, but shall bear no liability for lack of credit. You acknowledge and accept and therefore waive any right to object to the fact that it is common business practice for commercial uses that the creator of content is not credited, that content may be modified, used in connection with sensitive topics.

Managing Content Pic-Monks has policies, processes and terms of service, which must be agreed and adhered to prior to content being posted on the Site and App for sale and display. Pic-Monks shall not be obliged to correct any errors, omissions or inadvertent errors in any content.

- Pic-Monks cannot and does not review all content uploaded on their Site and App and will not be held liable for content, quality of content and any consequences arising from posting the content on their Site and App. Furthermore, Pic-Monks reserves the right to delete, refuse, edit, modify and accept any content (including descriptive comments) which Pic-Monks assesses is of inferior quality, is not in accordance with the Terms of Use, violates the intellectual or proprietary rights of others. You hereby agree to forfeit any fees payable in respect of such Content.
- Contributors acknowledge that the content you provide pursuant to this Agreement and terms, which becomes Accepted Content may be purchased or licensed by members with the intention that such licensees will adhere to the terms of the applicable agreement. Pic-monks cannot take responsibility for the compliance by purchasers and licensees of the terms of such agreements, and you agree to the possibility of the content being used in a manner that may not be contemplated in this Agreement.

Confidential Information

You acknowledge that the Confidential Information which you obtain as a result of entering into this Membership Agreement and the use of the Site and App. constitutes valuable, confidential, proprietary information of Pic-Monks, and you agree that during the term of this Membership Agreement and thereafter you shall not, without the express written consent of Pic-Monks, use or disclose to any other person any such confidential information, unless as specifically authorized under this Membership Agreement or as required by applicable law. For the purposes of this Membership Agreement, "Confidential Information" means any and all data, information, artwork, media, documents, software or materials relating to the business and management of Pic-Monks.

Representations and Warranties

Pic-Monks represents and warrants the legal capacity and authority to enter into this Agreement, has the rights to grant the terms and licenses as provided in the agreement and further more do not grant any rights or licenses which conflict with the said terms and agreement.

- The contributor will ensure that the Content provided to Pic-Monks does not contain any disabling mechanism or protection feature designed to prevent its use in the manner contemplated in this Agreement and all Content will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the content or Site which may impair the use of the Content, the Site or App. in any way, form or manner.
- The contributor will ensure the Content will include all necessary Descriptive Information to enable its effective marketing on the Site.
- The contributor agrees to send, share or upload content free of privacy disputes and are original works thereby not infringing on any trademarks, copyright or privacy right of third parties or has been obtained in an unlawful manner; whether civil and criminal.

Disclaimer of Warranties

You expressly understand and agree that the use of Pic-Monks Site, App., Software and Services is at you own risk. These are provided "as is", with all faults" and "as available" basis. Neither Pic-Monks nor their officers, directors, employees, agents, licensors, suppliers make any representations, warranties or endorsements of any kind whatsoever either expressed or implied.

- Pic-Monks disclaims all warranties, expressed or implied which include but are not limited to the warranties of merchantability, purpose, non-infringement, title, customer, trade, enjoyment, system integration and being devoid of any computer virus.

- Furthermore, Pic-Monks does not warrant that the services provided will be error free or uninterrupted, the server powering the site will be free from malicious components which may include but not limited to viruses.
- By accessing or using our Site, App or services, you warrant that your activities are lawful in every jurisdiction where you access or utilize the service.

Indemnity You agree to indemnify and hold Pic-Monks harmless against all claims or liability asserted against Pic-Monks arising out of or in connection with any breach by you or anyone acting on your behalf of any "Terms of Use".

- You agree to indemnify, defend and hold us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers harmless from and against all claims, liabilities, losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of these terms, or any activity related to access to or use of your account (including negligent or wrongful conduct) by you or any other person accessing or using your account.
- The contributor agrees that Pic-Monks retain the right to determine whether and to what extent to proceed against an "infringer" (licensee or other third party) for any violation of a license agreement or alleged infringement of other rights. In the possibility Pic-Monks elects to not proceed against an Infringer, the contributor shall have the right to proceed against such "Infringer" for such license violation or any infringement they deem fit.

Compensation The prices at which our products are sold include all taxes and these do not include any hidden charges.

- Payments are made based on the structure of the Purchasing Document, which details the payment structure applicable to the "Contributor".
- Pic-Monks will compensate their contributors on the basis of a fixed percentage from the sales of their products. Such proportions will be at the discretions of the company and shall be communicated at the time of entering the contract and any changes in the contract will be communicated thereafter.
- Our contributors, who have "Accepted Content" which is promoted on our site or App for commercial purposes will receive payments from Pic-Monks on a monthly basis. Pic-Monks will endeavor to transmit the payments by the 7th of every month. If any contributor has a query or concern in the calculation of their sales figure, it shall be addressed, resolved and then the relevant payments released as mutually agreed.
- Pic-Monks agrees that any monetary recovery we receive as a consequence of any enforcement or legal action against an "infringer" shall be divided between the relevant contributor and Pic-Monks after ascertaining the role of the contributor in corrective legal proceedings and compensating Pic-Monks for expenses and cost incurred in gaining the recovery which will include and not be limited to the legal fees, experts and counsel expenses and fees and other miscellaneous expenses regarding the legal proceeding.

Term and Effects of Termination

This agreement stands till it is effectively terminated

- The contributor can effectively terminate this agreement by giving Pic-Monks an advance 30-day notice, which should include a valid proof of identity and a clear indication of intent to terminate sent to Pic-Monks electronically or physically utilizing acceptable and legal means.
- The agreement shall stand terminated immediately if either party dissolves as a corporation or liquidates, if either parties are adjudicated insolvent or bankrupt or either party is in

breach of this Agreement.

- Pic-Monks may deem an account to stand terminated and hence offset any fees or credits contained in the said account against its costs of administration and expenses incurred if the contributor fails to upkeep the terms of use and agreement with Pic-Monks.
- Upon successful termination of the agreement, Pic-Monks will remove the accepted content from the Site and App within 30 days from the date of successful termination of contract unless otherwise stated in a separate agreement with the contributor.
- Upon termination, Pic-Monks shall be entitled to retain all amounts allegedly owed to the contributor for a period of thirty (30) days to ascertain any applicable rights of set-off, and be entitled to deduct from such amounts, a reasonable administrative fee for establishing, managing and terminating the said contributor account.
- The termination or expiration of this Agreement shall not change or affect the rights transferred to users through purchases made in accordance to the terms of use unless otherwise stated in a separate contract.
- The provisions of this Agreement relating to: Managing Content, Confidential Information, Representations and Warranties, Indemnity, Disclaimer of Warranties and all limitations of liability, shall survive termination of this Agreement and continue in full force and effect.

Limitation of Liabilities

The contributor assumes all responsibility and risk for using the Site and App. Which includes without limiting any content contained therein.

- You agree to indemnify, defend and hold us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers harmless from and against all claims, liabilities, losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of these terms, or any activity related to access to or use of your account (including negligent or wrongful conduct) by you or any other person accessing or using your account.
- In any event the total maximum aggregate liability under these terms of use or the use or exploitation of any or all parts of Pic-Monks Site and App in any manner shall be limited to ten Indian Rupees.

Applicable Jurisdiction

The Site is controlled, operated and administered by Pic-Monks from New Delhi, India. The Site and App can be accessed internationally and the laws of the land would be different from the Laws governing our establishment in New Delhi, India. You acknowledge and agree that the agreement will be governed under the laws governing Pic-Monks in New Delhi, India.

- You consent to service of any required notice/process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or updated contact information provided by you.
- Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in New Delhi, India

Governing Law & Jurisdiction

This Agreement shall be governed by the laws in India and courts in New Delhi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement

Arbitration Any and all disputes, controversies and conflicts ('Disputes') arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

- The sole arbitrator shall be appointed by Pic-Monks. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

Force Majeure Pic-Monks shall not be liable to You or any other person for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind, import or export regulations, exchange control regulations, fire or accident, shipwrecks. Should any such event occur, Pic-Monks may rescind or at its own discretion suspend performance for up to six months without incurring any liability for any loss or damages thereby occurred.

General You agree that you have read this contract and the "Terms of Use" and are in agreement in entirety to the terms and conditions included.

- Pic-Monks' relaxed implementation of any condition or term should not be construed as a waiver of the said term or condition
- The agreement is binding upon your heirs, executors and legal representatives, as the case may be, and is not assignable by you without Pic-Monks prior written consent however this agreement can be amended by a written agreement of the vested parties or by Pic-Monks by posting amendments on their Site and App.

Contact For any concerns regarding the terms of use, you are advised to write-in to us at connect@Pic-monks.com

Acknowledgement You acknowledge that you have read this agreement, understand it and agree to the same.

Contributor – Exclusive Terms and Conditions

Background of Agreement

This Agreement governs the terms by which contributors provide media content to members and customers of Pic-Monks, on an exclusive basis through the web site located at www.pic-monks.com and to other prospective purchasers through other distribution venues as provided for in this Agreement. This Artist's Supply Agreement is in addition to the "Terms of Use" applicable to the Site, App. and to the Membership Agreement that all persons providing content to or purchasing content from the Site have previously entered into. In the event of any inconsistency between this Agreement, the Membership Agreement and the Terms of Use, the terms of this Agreement shall hold.

This is a legal agreement between any contributor intending to upload content onto the Site (in this agreement referred to as "you" or the "Contributor") and Pic-Monks. The contributor wishes to appoint Pic-Monks as its exclusive distributor to license, sublicense and distribute Content (as defined below) produced by the Contributor as per the terms and conditions set forth in this Agreement. Upon accepting the terms of this Agreement, you may make content available to Pic-Monks and each upload of content will be governed by the terms and conditions of this Agreement. If you do not wish to provide such exclusivity, however wish to provide royalty-free stock content on a non-exclusive basis, you have to refer to the agreement that addresses "Non Exclusive Contract".

- When you tick the correct box at the end of this Agreement and type "I agree", you are agreeing to be bound by the terms of this Agreement.
- This Agreement remains in full force and effect until terminated in accordance with its terms.
- If you are a corporation, other entity or a minor you may be subject to further filing requirements.
- Upon accepting the terms of this Agreement, you may make exclusive content available to Pic-Monks. If at any time however, the terms and conditions of this Agreement are no longer acceptable to the Supplier, you must follow the termination procedures set forth below under "Term and Effects of Termination".

Provision of Content

In this contract "Exclusive Content" is referred to software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively, "Content") which is provided exclusively to Pic-Monks but shall not include content that is the result of a specific commission by a bona fide client of the contributor evidenced by written agreement where the content deliverable from such commission is for the personal use of the client and not for resale or license to any other person or entity; content which is produced by the contributor and licensed for a fee that is based on one or more limited uses for which usage history is tracked and content specifically designated by the contributor and agreed by Pic-Monks as being non-exclusive content.

- The parties acknowledge that the Contributor may, from time to time, provide information, software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively, "Content") to Pic-Monks using the procedures of the Site or such other procedures as the parties may mutually agree together with other information, documents (such as model or property releases) or software relating to such Content or otherwise required to enable Pic-Monks to realize the commercial potential of the rights granted in the Content. Any breach of the rules relating to Accepted Content outlined in the Site will be deemed to be a breach of this Agreement.

- The contributor shall not be restricted from maintaining a personal portfolio on the world wide web, where the "exclusive content" is posted for display purposes only with the rights and license to the content is not given to another, notwithstanding the exclusive license granted in this Agreement.
- Pic-Monks, in its sole discretion, may determine which of such content is suitable for posting on the Site or other means of direct or indirect distribution, and only such Content, as it deems suitable, will be considered "Accepted Content" for the purposes of applicable provisions of this Agreement. The price of the exclusive content shall be subject to promotions and varying discounts from time to time.
- Your ability to submit further Content to the Site shall be subject to policies and procedures outlined in the Site, whereby the contributor will provide exclusive content to Pic-Monks using their methodologies, policies, procedures as have been mutually agreed

Grant of Authority

- The Contributor hereby appoints Pic-Monks as the contributor's exclusive distributor to sell, license, or sublicense Content to third parties worldwide and to collect and remit funds in connection with those endeavors on the terms set forth in this Agreement.
- Pic-Monks will hold the worldwide right to market and sublicense the right to copy, use, reproduce, distribute, redistribute, sublicense, publish, republish, upload, post, transmit, broadcast, crop, modify, alter, create derivative works of, package, repackage, produce and sell prints or similar image products or display content in any and all media now in existence or that may in the future be introduced through the Site; or through other venues owned or operated by Pic-Monks. Pic-Monks will determine the terms and conditions of all licenses of Content granted to them and grant perpetual, worldwide and non-exclusive licenses or sublicenses to end-users
- Pic-Monks may post, reproduce, modify, make derivative works or otherwise use any accepted exclusive content for their own business purposes relating to the promotion of the Site, the App, the Content and promote the licensing of said content. Accepted content may be included in current or future content collections to be used on our Site or App.
- Both Contributor and Pic-Monks agree that all rights, including title and copyright, in and to the uploaded accepted content will be retained by the Contributor, and no title or copyright is transferred or granted in any way to Pic-monks or any third party except as provided in this Agreement.

Intellectual Property

- The contributor acknowledges that Pic-Monks prohibits any exclusive content that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right to be uploaded to the Site or App. By uploading exclusive content, you are warranting that you own all proprietary rights, including copyright, in and to the exclusive content with complete authority to grant the rights contemplated in this Agreement.
- If the exclusive content contains images of people or persons, you represent and warrant that you have obtained a valid and binding model release from all required parties that will permit the uses for such exclusive content contemplated in this Agreement. The contributor will keep the original release and provide a copy to Pic-Monks if requested and where required by law, you have also obtained a valid and binding release relating to any identifiable property contained in the Content that might sensibly lead to the identity of or be required by the owner of such property.

- The contributor agrees that neither Pic-Monks nor any of its directors, officers, employees, partners, affiliates or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use any content or description Information, or any error, omission or other matter relating to a model or property release respecting content or descriptive Information.
- Pic-Monks will use the member name chosen by you and will put in reasonable efforts to credit you as the source of accepted exclusive content, but shall bear no liability for lack of credit. You acknowledge and accept and therefore waive any right to object to the fact that it is common business practice for commercial uses that the creator of exclusive content is not credited, that exclusive content may be modified, used in connection with sensitive topics.

Managing Exclusive Content

Pic-Monks has policies, processes and terms of service that must be agreed and adhered to prior to content being posted on the Site and App for sale and display. Pic-Monks shall not be obliged to correct any errors, omissions or inadvertent errors in any content.

- Pic-Monks cannot and does not review all exclusive content uploaded on their Site and App and will not be held liable for content, quality of content and any consequences arising from posting the content on their Site and App. Furthermore, Pic-Monks reserves the right to delete, refuse, edit, modify and accept any exclusive content (including descriptive comments) which Pic-Monks assesses is of inferior quality, is not in accordance with the Terms of Use, violates the intellectual or proprietary rights of others. You hereby agree to forfeit any fees payable in respect of such Content.
- Contributors acknowledge that the exclusive content you provide pursuant to this Agreement and terms that become Accepted Exclusive Content may be purchased or licensed by members with the intention that such licensees will adhere to the terms of the applicable agreement. Pic-monks cannot take responsibility for the compliance by purchasers and licensees of the terms of such agreements, and you agree to the possibility of the exclusive content being used in a manner that may not be contemplated in this Agreement.

Confidential Information

You acknowledge that the Confidential Information which you obtain as a result of entering into this Membership Agreement and the use of the Site and App. constitutes valuable, confidential, proprietary information of Pic-Monks, and you agree that during the term of this Membership Agreement and thereafter you shall not, without the express written consent of Pic-Monks, use or disclose to any other person any such confidential information, unless as specifically authorized under this Membership Agreement or as required by applicable law. For the purposes of this Membership Agreement, "Confidential Information" means any and all data, information, artwork, media, documents, software or materials relating to the business and management of Pic-Monks.

Representations and Warranties

Pic-Monks represents and warrants the legal capacity and authority to enter into this Agreement, has the rights to grant the terms and licenses as provided in the agreement and further more do not grant any rights or licenses which conflict with the said terms and agreement.

- The contributor will ensure that the Exclusive Content provided to Pic-Monks does not contain any disabling mechanism or protection feature designed to prevent its use in the manner contemplated in this Agreement and all Exclusive Content will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the content or site which may impair the use of the Exclusive Content, the Site or

App. in any way, form or manner.

- The contributor will ensure the exclusive content will include all necessary Descriptive Information to enable its effective marketing on the Site
- The contributor agrees to send, share or upload exclusive content free of privacy disputes and are original works thereby not infringing on any trademarks, copyright or privacy right of third parties or has been obtained in an unlawful manner; whether civil and criminal.
- the contributor warrants that they shall not license their exclusive content except for legitimate creative purposes

Disclaimer of Warranties

- You expressly understand and agree that the use of Pic-Monks Site, App., Software and Services is at you own risk. These are provided "as is", "with all faults" and "as available" basis. Neither pic-Monks nor their officers, directors, employees, agents, licensors, suppliers make any representations, warranties or endorsements of any kind whatsoever either expressed or implied.
- Pic-Monks disclaims all warranties, expressed or implied which include but are not limited to the warranties of merchantability, purpose, non-infringement, title, customer, trade, enjoyment, system integration an being devoid of any computer virus.
 - Furthermore, Pic-Monks does not warrant that the services provided will be error free or uninterrupted, the server powering the site will be free from malicious components which may include but not limited to viruses.
 - By accessing or using out Site, App or services, you warrant that your activities are lawful in every jurisdiction where you access or utilize the service.

Indemnity

- You agree to indemnify and hold Pic-Monks harmless against all claims or liability asserted against Pic-Monks arising out of or in connection with any breach by you or anyone acting on your behalf of any "Terms of Use".
- You agree to indemnify, defend and hold us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers harmless from and against all claims, liabilities, losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of these terms, or any activity related to access to or use of your account (including negligent or wrongful conduct) by you or any other person accessing or using your account.
 - The contributor agrees that Pic-Monks retain the right to determine whether and to what extent to proceed against a an "infringer" (licensee or other third party) for any violation of a license agreement or alleged infringement of other rights. In the possibility Pic-Monks elects to not proceed against an Infringer, the contributor shall have the right to proceed against such "Infringer" for such license violation or any infringement they deem fit.

Compensation

- The price at which our products are sold include all taxes and these do not include any hidden charges.
- Payments are made based on the structure of the Purchasing Document, which details the payment structure applicable to the "Contributor".
 - Pic-Monks will compensate their contributors on the basis of a fixed percentage from the sales of their products. Such proportions will be at the discretions of the company and shall be communicated at the time of entering the contract and any changes in the contract will be communicated thereafter.
 - Our contributors, who have "Accepted Content" which is promoted on our site or App for commercial purposes will receive payments from Pic-Monks on a monthly basis. Pic-Monks will endeavor to transmit the payments by the 7th of every month. If any

contributor has a query or concern in the calculation of their sales figure, it shall be addressed, resolved and then the relevant payments released as mutually agreed.

- Pic-Monks agrees that any monetary recovery we receive as a consequence of any enforcement or legal action against an "infringer" shall be divided between the relevant contributor and Pic-Monks after ascertaining the role of the contributor in corrective legal proceedings and compensating Pic-Monks for expenses and cost incurred in gaining the recovery which will include and not be limited to the legal fees, experts and counsel expenses and fees and other miscellaneous expenses regarding the legal proceeding.

Term and Effects of Termination

This agreement stands till it is effectively terminated

- The contributor can effectively terminate this agreement by giving Pic-Monks an advance 30 day notice, which should include a valid proof of identity and a clear indication of intent to terminate sent to Pic-Monks electronically or physically utilizing acceptable and legal means.
- The agreement shall stand terminated immediately if either party dissolves as a corporation or liquidates, if either parties are adjudicated insolvent or bankrupt or either party is in breach of this Agreement.
- Pic-Monks may deem an account to stand terminated and hence off-set any fees or credits contained in the said account against its costs of administration and expenses incurred if the contributor fails to upkeep the terms of use and agreement with Pic-Monks.
- Upon successful termination of the agreement, Pic-Monks will remove the accepted content from the Site and App within 30 days from the date of successful termination of contract however, if otherwise stated in a separate agreement with the contributor, Pic-Monks have the right to continue as stated in the contract agreement.
- Upon termination, Pic-Monks shall be entitled to retain all amounts allegedly owed to the contributor for a period of thirty (30) days to ascertain any applicable rights of set-off, and be entitled to deduct from such amounts, a reasonable administrative fee for establishing, managing and terminating the said contributor account.
- The termination or expiration of this Agreement shall not change or affect the rights transferred to users through purchases made in accordance to the terms of use unless otherwise stated in a separate contract.
- The provisions of this Agreement relating to: Managing Content, Confidential Information, Representations and Warranties, Indemnity, Disclaimer of Warranties and all limitations of liability, shall survive termination of this Agreement and continue in full force and effect.

Limitation of Liabilities

The contributor assumes all responsibility and risk for using the Site and App. Which includes without limiting any exclusive content contained therein.

- You agree to indemnify, defend and hold us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers harmless from and against all claims, liabilities, losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of these terms, or any activity related to access to or use of your account (including negligent or wrongful conduct) by you or any other person accessing or using your account.
- In any event the total maximum aggregate liability under these terms of use or the use or exploitation of any or all parts of Pic-Monks Site and App. In any manner shall be limited to ten Indian Rupees.

Applicable Jurisdiction	<p>The Site is controlled, operated and administered by Pic-Monks from New Delhi, India. The Site and App can be accessed internationally and the laws of the land would be different from the Laws governing our establishment in New Delhi, India, you acknowledge and agree that the agreement will be governed under the laws governing Pic-Monks in New Delhi, India.</p> <ul style="list-style-type: none"> - You consent to service of any required notice/process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or updated contact information provided by you. - Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in New Delhi, India
Governing Law & Jurisdiction Arbitration	<p>This Agreement shall be governed by the laws in India and courts in New Delhi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement</p> <p>Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.</p> <ul style="list-style-type: none"> - The sole arbitrator shall be appointed by Pic-Monks. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.
Force Majeure	<p>Pic-Monks shall not be liable to You or any other person for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind, import or export regulations, exchange control regulations, fire or accident, shipwrecks. Should any such event occur, Pic-Monks may rescind or at its own discretion suspend performance for up to six months without incurring any liability for any loss or damages thereby occurred.</p>
General	<p>You agree that you have read this contract and the "Terms of Service" and are in agreement in entirety to the terms and conditions included.</p> <ul style="list-style-type: none"> - Pic-Monks relaxed implementation of any condition or term should not be construed as a waiver of the said term or condition

- The agreement is binding upon your heirs, executors and legal representatives, as the case may be, and is not assignable by you without Pic-Monks prior written consent however this agreement can be amended by a written agreement of the vested parties or by Pic-Monks by posting amendments on their Site and App.

Contact For any concerns regarding the terms of use, you are advised to write-in to us at connect@Pic-monks.com

Acknowledgement You acknowledge that you have read this agreement, understand it and agree to the same.

Membership Terms and Conditions

- Access and use of our Site and Apps** As a member, you may access and use our Sites and Apps (this includes the Site, App, Themes, Logos, Software, Exclusive and Non-exclusive content) solely for your personal and noncommercial use our Site and App, including but not limited to all content may not be reproduced, duplicated, copied, sold, resold, reverse-engineered or otherwise exploited for any commercial purpose without our prior written authorization. Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, limited right and license, without right of sublicense, to access and use our Sites and Apps. This Membership Agreement is in addition to the Terms of Use and other relevant agreements for Pic-Monks.
- Do's and Don'ts**
- When accessing and using our Site, App you will need to abide with the following code on conducts, failing which your membership may be terminated by Pic-Monks without notice.
- You agree not to post any material that is abusive, obscene, slanderous, vulgar, hateful, threatening, sexually-oriented or that may violate any applicable laws across the globe. We uphold the freedom of speech however violating these terms of use will lead to you being immediately and permanently banned from accessing our Site, App and Content.
- 1 You are not authorized to modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, display, reverse engineer or in any way exploit any of the Content, unless as otherwise permitted via any other agreement with Pic-Monks.
 - 2 You will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others. You will restrict or inhibit in your area of influence any other user from using our Site and App maliciously, including, without limitation, by means of "hacking" or defacing any portion Pic-Monks Site and App., and such information will be shared with Pic-Monks.
 - 3 You will never delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.
 - 4 You undertake that you will never engage in spamming or violate any applicable laws or regulations nor transmit software or other materials containing any viruses, worms, Trojan horses, or other destructive items which could hamper our Site or App.
- Indemnification** You agree to indemnify and hold Pic-Monks harmless against all claims or liability arising out of or in connection with any breach by you or anyone acting on your behalf of " Membership Agreement" or other agreements there of.

- You agree to indemnify, defend and hold us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers harmless from and against all claims, liabilities, losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of these terms, or any activity related to access to or use of your account (including negligent or wrongful conduct) by you or any other person accessing or using your account.

Member Account

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password. You agree that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party.

- You agree that you are solely and fully responsible for any activities or actions taken under your account, whether or not you have authorized such activities or actions.
- As part of our services, we may provide you with access to and use of certain personalized pages and the corresponding web addresses (URLs). However, we do not guarantee the availability of any particular web page or URL, and we reserve the right, at any time and in our sole discretion, to reclaim, suspend, terminate and/or transfer any such web page or URL. In such cases, we may, at our option, provide you with another web page and URL.
- If you have purchased storage or have been allocated storage at Pic-Monks, you agree that posts to your account will be for the purpose of selling your content and not for the purpose of saving content that you do not intend to sell. Pic-Monks reserves the right, in its sole discretion, to remove images, close or suspend access to all or some galleries, and/or suspend such accounts where it reasonably believes that the account is being used for image storage or image hosting purposes. You may always choose not to provide personal information, but if you so choose, certain products and services may not be available to you.

Account Security and Registration Data

Pic-Monks collects some demographic and certain kind of non-personal data, which may be linked, to your user account and we only collect personal information about you after you have provided us with your consent to collect that specific information. you agree that the personal information provided by you may be stored in a database maintained on servers owned and/or controlled by Pic-Monks.

- Personal information as a member will include but not be limited to information collected when you register or visit the site including your member name and password, your name, your mailing address, email address, IP address and phone number and further more include information collected when you make a purchase including your credit card number and billing address.
- Personal information when you sign-up as a contributor includes banking and other financial institution information required in order for us to compensate you; your PAN number required in order for us to prepare tax information slips; and a copy of your photo identification (for example, your driver's license).
- The security of your personal information is important to us. We follow generally accepted industry standards to help protect your personal information.
- Some features of our Sites and Apps may enable you to send and receive transmissions, as members you acknowledge that we have no responsibility or liability for any transmissions,

and/or any content included in such transmissions, sent or received by you.

- Pic-Monks reserves the right, in its discretion, to change or modify all or any part of this Membership Agreement at any time, effective immediately upon notice published on the Site.

Governing Law & Jurisdiction Arbitration

This Agreement shall be governed by the laws in India and courts in New Delhi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement. Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

- The sole arbitrator shall be appointed by Pic-Monks. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

Force Majeure

Pic-Monks shall not be liable to You or any other person for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind, import or export regulations, exchange control regulations, fire or accident, shipwrecks. Should any such event occur, Pic-Monks may rescind or at its own discretion suspend performance for up to six months without incurring any liability for any loss or damages thereby occurred.

Agreement Contact

You acknowledge that you have read this agreement, understand it and agree to the same. For any concerns regarding the terms of use, you are advised to write-in to us at connect@Pic-monks.com

Non-registered User Terms and Conditions

Access and use of our Site and Apps

As a user, you may access and use our Sites and Apps (this includes the Site, App, Themes, Logos, Software, Exclusive and Non-exclusive content) solely for your personal and noncommercial use. Our Site, App. Including but not limited to all content may not be reproduced, duplicated, copied, sold, resold, visited, reverse-engineered or otherwise exploited for any commercial purpose without our prior written authorization. Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, limited right and license, without right of sublicense, to access and use our Sites and Apps. This Membership Agreement is in addition to the Terms of Use and other relevant agreements for Pic-Monks.

- When accessing and using our Site and App, you will need to abide with the following code on conducts, failing which Pic-Monks may take necessary actions to disallow you from accessing our site and Apps. These actions may include, but not limited to, blocking IP Address, Mac Address and approaching law enforcement authorities.

Do's and Don'ts

You agree not to post any material that is abusive, obscene, slanderous, vulgar, hateful, threatening, sexually-oriented or that may violate any applicable laws across the globe. We uphold the freedom of speech however violating these terms of use will lead to you being immediately and permanently barred from accessing our Site, App and Content.

- 1 You are not authorized to modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, display, reverse engineer or in any way exploit any of the Content, unless as otherwise permitted via any other agreement with Pic-Monks.
- 2 You will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others. You will restrict or inhibit in your area of influence any other user from using our Site and App maliciously, including, without limitation, by means of "hacking" or defacing any portion Pic-Monks Site and App., and such information will be shared with Pic-Monks.
- 3 You will never delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.
- 4 You undertake that you will never engage in spamming or violate any applicable laws or regulations nor transmit software or other materials containing any viruses, worms, Trojan horses, or other destructive items which could hamper our Site or App.

Indemnification

You indemnify Pic-Monks from and against any loss, damage, liability, claim, action, expense arising or resulting from claims made against Pic-Monks by any third party, including any governmental agency, which arises out of or in connection with your use of Pic-Monks Site, App or Content.

Making Purchases

Users will have to register as members on Pic-Monks Site and App to be able to make purchases.

- Once a user has successfully become a member, "making Purchases" term and conditions from the membership agreement will apply.

Governing Law & Jurisdiction

This Agreement shall be governed by the laws in India and courts in New Delhi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement

Arbitration Any and all disputes, controversies and conflicts ('Disputes') arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

- The sole arbitrator shall be appointed by Pic-Monks. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

Force Majeure Pic-Monks shall not be liable to You or any other person for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind, import or export regulations, exchange control regulations, fire or accident, shipwrecks. Should any such event occur, Pic-Monks may rescind or at its own discretion suspend performance for up to six months without incurring any liability for any loss or damages thereby occurred.

Agreement You acknowledge that you have read this agreement, understand it and agree to the same.
Contact For any concerns regarding the terms of use, you are advised to write-in to us at connect@Pic-monks.com