

## **CONTENT SUBMISSION AGREEMENT**

### **SUBMISSION OF CONTENT**

By posting, uploading or submitting Content and Submissions to the Site, you are agreeing to these Terms, the Shrock Media licensing terms and the Creator representations and warranties in connection with Submission Guidelines set forth below.

You may not submit Content that infringes the intellectual property rights of others (e.g., copyright infringement, trademark infringement or counterfeit), or that is otherwise unlawful, unless an exception or limitation applies under applicable law.

### **User Submission Guidelines**

No User shall post, upload or submit Submissions which include any of the following:

- (i) invasion of privacy/publicity, including content which reveals the personal information of a third party;
- (ii) violence or physical abuse of any kind;
- (iii) defamation, slander or libel;
- (iv) illegal activities of any kind;
- (v) depictions of discrimination or discriminatory content;
- (vi) fraudulent or misleading content (including tags, titles and descriptions);
- (vii) pornographic, lewd or sexually explicit content;
- (viii) content which is clearly inappropriate for children;
- (ix) content involving harassment, intimidation, threats and other inappropriate predatory behavior;
- (x) content which is intended to disgust or shock;
- (xi) and intellectual property or other proprietary content or rights belonging to third parties, including without limitation the use of any third party likeness for which the user has failed to obtain the requisite releases, clearances and authorizations.

Shrock Media reserves the right to remove or refuse to:

- (i) post any Content and/or Submissions for any or no reason in our sole discretion;
- (ii) take any action with respect to Content and/or Submissions that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, or which could otherwise create liability for Shrock Media; and
- (iii) disclose information about you to any third party who claims that material posted by you violates their rights.

### **USER REPRESENTATIONS AND WARRANTIES**

As the User, you understand and acknowledge that you are responsible for Content and/or Submissions uploaded by you and others using your account credentials, and you acknowledge and agree that you have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness.

You represent and warrant that you own or control all rights to the Content and Submissions, including the requisite clearances, releases and authorizations for the use of any content, likeness, music tracks or other materials contained, included or depicted in the Content and Submissions.

You represent and warrant that any Content and Submissions posted, uploaded or submitted by you are original to you and/or that you own and/or control all of the materials, content, and intellectual property contained therein,

including without limitation the necessary licenses, releases, rights, consents, and permissions to assign and transfer to Shrock Media all rights and licenses set forth in these Terms.

Without limiting the foregoing, you represent and warrant that you have obtained the written consent, release and/or permission of each person who is identifiable in all of your Content and/or Submissions to use the name and likeness of each such person in your Content and/or Submissions in the manner contemplated by these Terms.

You further represent and warrant that your Content and/or Submissions:

- (i) do not and will not, directly or indirectly, violate, infringe or breach any duty toward or rights of any person or entity, including without limitation any copyright, trademark, service mark, trade secret, other intellectual property, publicity or privacy right and will not require any costs or payments for their use by Shrock Media or its licensees and assignees;
- (ii) are not fraudulent, misleading, tortuous, defamatory, slanderous, libelous, abusive, violent, threatening or obscene;
- (iii) do not harass others, promote bigotry, racism, hatred or harm against any individual or group, promote discrimination based on race, sex, religion, nationality, sexual orientation or age;
- (iv) are not illegal and do not promote illegal or harmful activities or substances deemed illegal by any government agency;
- (v) do not contain any computer programming routines or viruses (including without limitation: time bombs, Trojan Horses, worms, Easter Eggs, drop dead devices or cancelbots) that are intended to damage, interfere with, intercept or expropriate any system data or personal information, permit unauthorized access to the Site or disable, damage or erase any portion of the Content stored therein; and/or
- (vi) do not otherwise violate the Shrock Media Submission Guidelines.

If you engage in any prohibited activity under these Terms, SHROCK MEDIA, LLC may at its sole discretion, in addition to any rights of law or equity, suspend or terminate your use of its Service and access to the Site without notice or liability, based on the seriousness or repeated nature of such violative, inappropriate or unacceptable Content and/or Submissions.

#### **ASSIGNMENT OF RIGHTS IN CONTENT**

Upon uploading, submitting, emailing, posting, publishing or otherwise transmitting any Content or Submissions to the Site, you hereby assign and transfer ownership of any and all intellectual property rights you hold in and to the Submissions, free and clear of any liens, to Shrock Media, and Shrock Media accepts such ownership.

Creator shall retain a worldwide, perpetual and irrevocable right and license to use, reproduce, modify, adapt, rearrange, prepare derivative works based on, perform, display, publish, distribute, transmit, stream, or broadcast such Submissions in any form, method, medium, platform or technology now known or later developed, including without limitation on the Site and third party websites, podcasts, video game consoles and services, mobile apps, video-on-demand and television (the "Licensed Rights") for any use on its own pages, including commercial use. Creator may not assign or transfer rights to any adaptations or derivative works to any third party.

You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to assign and transfer the foregoing to Shrock Media and you further transfer to us all patent, trademark, trade secret, copyright or other proprietary rights in and to such Submissions.

You acknowledge and agree that Shrock Media shall own all rights, title and interest in and to all derivative works and compilations of Submissions that are created by us, including without limitation all worldwide intellectual property rights therein.

You agree to execute and deliver such documents and provide all assistance reasonably requested by us, at our expense, to give us the full benefit of these Terms.

If you assign or license the rights to the Content to any other third party, your contract with Shrock Media may be terminated, as the discretion of Shrock Media.

We hope that you will continue using our Service, but if you do not agree to our Terms and no longer want to be a part of the Shrock Media community, you should withdraw your Submission.

**PAYMENT**

Creator shall receive payment from Shrock Media once the amount owed exceeds \$25.00, payable at the end of each quarter. If the amount owed to Creator has not reached the \$25.00 minimum, payment shall held until the end of the quarter at which the \$25.00 minimum is met.