

The Contributor Contract

This is your contract with [Pixmama](#) which you (the "Contributor"/"You"/"you") sign when you [Become a Seller](#). By registering you accept that a legally binding contract has been entered into with Pixmama on the terms set out in these terms and conditions.

- You are signing up to submit Contents and have them sold by Pixmama
- You are responsible for the content you upload, and you must be the copyright holder or have their permission or be contractually entitled to distribute the Image for its proposed use or the Image is copyright free
- We will pay you 65% of a direct sale made by Pixmama
- We report sales to you as soon as we know about them
- We'll pay you every week.
- You will caption and keyword (tag) your Images
- The information you supply must be correct
- Prices are determined by Pixmama
- Pixmama's Customers are contractually obligated not to use photos for pornographic, defamatory, or any other unlawful purposes.

Your contract with Pixmama Ltd

- Contains all the contractual conditions you need to know about working with us
- Gives details of our current commission model
- Gives details of -
 - What you get paid
 - When you get paid
 - How you get paid
- Gives all financial information in BDT, but we can pay you in other currencies including but not limited to BDT, RS, USD etc

Any amendments take 30 days to come into effect after we post them here: [Record of contract changes](#). We will also email you to notify you of these changes. If you disagree with any of the changes you will have to get back (notify us by email or letter mentioning the point of disagreement) by 20 days from the time you get notification.

Pixmama Commission Table

Pixmama Commission models, rates, fees and payment	Current model
Pixmama Contents Commission For sales through https://pixmama.com/	35%
Payment frequency - We will pay you weekly	

Terms and conditions of the contract

1. The Contents

1.1. 'Contents' means any digitized deck including but not limited to photograph, footage, vector, illustration or other image, video, audio, template, theme of which at any time during the term of this contract you submit to Pixmama

1.2. The Contents must comply with all Pixmama's technical, quality, content and other criteria and requirements as set out on the Pixmama site at the time of your submission. You agree that Pixmama has the right to delete any content which do not comply with any of these criteria or for any other reason at Pixmama's sole discretion.

1.3. Acceptance of any Content by Pixmama shall be at Pixmama's sole discretion and Pixmama may at any time reject or delete Contents at absolute discretion and any such material will no longer form part of the contract.

1.4. You accept that you are solely and exclusively responsible for all Contents that you submit and for all data that you store on Pixmama's servers. You acknowledge that Pixmama does not and cannot review all Contents uploaded and is not responsible for the Contents. Where Pixmama makes available Contents, this should be considered only as a courtesy or a service and does not limit your responsibility for the Contents.

2. Submission and deletion of Contents

2.1. You must keep the System up to date at all times by any method notified to you by Pixmama including use of the Contributor section of the website and/or any spreadsheet. If you give Pixmama permission to update the System, or if Pixmama updates the System for any reason, Pixmama shall not be liable for any mistakes or omissions.

2.2. You may delete any content after one hundred and eighty (180) days notice, subject to the section entitled "Pricing and Promotion". This is in addition to your rights to terminate the contract set out below. This clause is relaxed in case the full copy right of the content is sold to any third-party subject to submission of supporting papers (invoice, agreement etc.)

2.3. You undertake not to use the System for the purposes of uploading, posting, emailing or in any other way processing or forwarding Contents in breach of applicable law (including but not limited to information that may be deemed to constitute incitement to racial hatred, child pornography, slander, insult, instigation of rebellion, unlawful description of violence, and/or violation of copyright or any intellectual property law or violations of data protection laws) or that may in any other way be conceived as threatening, insulting, racist, offensive, vulgar and/or indecent or which involves infringement of a private individual's personal sphere or the infringement of a third party trademark or copyright or other intellectual property right.

2.4. Under this contract (subject to the restrictions stated in the contract) you have the right to supply and sell your Contents as long as you comply with the terms of this contract.

3. Effects of deletion

3.1. If a Content is deleted, whether by you or by Pixmama then any licenses then existing will still remain and Pixmama will still be able to grant licenses for:

3.1.1. Contents that have already been downloaded by a Customer for the purpose of use prior to deletion, provided that Pixmama will only be permitted to grant licenses in accordance with this clause 3.1.1 for a period of 5 years following deletion;

3.1.2. Contents relating to a specific use in respect of which Pixmama had entered into negotiations with any Customer or Distributor prior to the date of deletion, provided that Pixmama will only be permitted to grant licenses in accordance with this clause 3.1.2 for a period of 5 years following deletion;

4. Warranties You warrant that -

4.1. You have given full and accurate information at Registration including your full legal name and address and payment details and you will keep that information up to date at all times and You will provide and maintain a valid and accessible email address supplied

to Pixmama at Registration, which we will use to contact you for important account specific information such as contractual notifications, operational updates and service emails.

4.2. (i) You are the Copyright Owner of the Contents or have authority from the Copyright Owner to enter into the Contract and that the Copyright Owner is the sole owner free from any third party rights of the entire copyright and all other intellectual property rights throughout the World in the Content except for any rights that have previously been licensed or granted for the use of the Content/s, and that accordingly the Content/s do not infringe upon any third party copyright, trade mark, moral right or other intellectual property rights; or (ii) the Content has been supplied to you to distribute under contract for the uses for which they are proposed to be sold; or (iii) the Content is entirely free from copyright and no attribution is required.

4.3. Where the contract is entered into by an agent on behalf of the Copyright Owner, then the agent has the full authority of the Copyright Owner to enter into this contract.

4.4. You grant to the Customer the right to alter the Contents including any cropping, manipulation, combining and creation of derivative Contents providing such alteration is not pornographic, defamatory or otherwise unlawful. You undertake that the person who created the Content has waived all moral rights in respect of use of the Content pursuant to this contract by Pixmama, its Customers or any third parties.

4.5. There are and will be no claims by any other party in connection with the use or reproduction of any of the Images.

4.6. You will ensure that all Metadata including without limitation captions, keywording, descriptions, Pseudonyms and other information pertaining to the Contents is and will remain accurate and factually correct and does not infringe the copyright or other rights of any third party, and are not defamatory or pornographic.

4.7. Any information supplied for display with any Content, including captions, keywords, Pseudonyms, agency names and descriptions only includes information that is pertaining to the specific content itself, and does not include contact details, web addresses, Uniform Resource Locator's (URL's), copyright and rights management information or, except in cases of journalism or news reporting or where the consent of any person shown in an Content has been obtained or another legitimate reason exists, any personal details from which a living person can be identified.

4.8. Where Pixmama has licensed a content to one of its Customers, You agree that you will not contact the Customer for any reason pertaining to this sale or the use of the content. In relation to alleged copyright infringements You agree to contact Pixmama first to check there is no relevant download or license before contacting the user of the content and not to contact them if Pixmama advises You that there is a relevant download or license.

4.9. Where your Contents are included in search engine listing and promotion no claim will be made by you, for breach of copyright in respect of the Contents displayed.

4.10. The Image was not taken in any place where photography is forbidden by law including but not limited to museums, art galleries and other public or private buildings or areas.

4.11. The Contents complies with the privacy and property laws of the country in which it was taken, e.g. in certain countries before taking a photo/ video of someone you are required by law to ask the subject's permission.

4.12. In any case Pixmama requests you to store Tiff file for exclusive items (Images), you will be obliged to deliver those Tiff files to Pixmama whenever any customer requests Pixmama to buy the Tiff version of the file.

5. Releases

5.1 Where you have indicated that a Model Release, Property Release or any other release of a third party right including without limitation any copyright, trade mark or other intellectual property right, is available. the release must (a) be legally binding and (b) (except as otherwise notified to Pixmama via the website or, with the agreement of Pixmama, via email) authorize all uses of the Images anywhere in the world including without limitation uses in relation to sensitive issues; you must make the release(s) available to Pixmama if so requested.

5.2 You hold all permissions needed for the exploitation by third parties of the rights, including, without limitation, from subjects or owners of products or property depicted in the Images and/or original clients for whom the Images may have been created. Any exercise by Pixmama of

the rights shall not violate the rights of any third party (including, without limitation, the rights of the subject of the Images), in particular with regard to laws relating to trade mark, copyright, indecency and obscenity, privacy, publicity and defamation within Bangladesh or elsewhere.

6. Indemnities

5.1. You will indemnify, defend (at the request of Pixmama) and hold Pixmama and assign harmless against any prejudice, damage, liability or costs (including reasonable lawyers' fees) which any of the indemnified parties incur arising from or in respect of any claim that there has been a breach of your representations, obligations and warranties in this contract. This paragraph will remain in force after the termination of this contract.

7. Appointment of Pixmama

7.1. You appoint Pixmama as your non-exclusive agent to sell the contents in all media and formats whether current or yet to be developed (including for the avoidance of doubt and without limitation digital media, print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, making the Images available for reproduction on physical articles and items including without limitation on prints and posters, making the Images/Videos/Audios available on electronic equipment, mobile phones and mobile devices, CD-ROM, DVD, digital optical disk data storage and other media or via the Internet, and including them in any catalogue, Internet sites or marketing), using the System.

7.2. Pixmama has full authority to negotiate all terms of commissions and reproduction rights in the contents including the fee, duration. You authorize Pixmama to agree to any cropping, manipulation, combining and creation of derivative Images.

7.2.1. When re-licensing Contents that have been previously licensed to a Customer, if in Pixmama's reasonable opinion the content within which the Content/s is to be used is the same or very closely similar to that of the previous use (for example extensions of print runs, foreign language versions, new editions and reproduction in new or different forms of media), Pixmama is permitted to grant a re-use licence on the terms and conditions, restrictions and availability in place at the time of the original licence. This clause will remain in full force and effect even after termination of this contract or deletion of the Contents. As an example, Pixmama is not entitled to grant licences for a book called 'Countries of the world' if the previous use was a book called 'The world Encyclopedia' with different content or to grant licenses for a magazine or advert if the previous use was for a book.

7.3. Pixmama shall have the right to add, amend or delete any Metadata for an Image, Video and Audio if Pixmama's believes the Metadata to be incorrect.

7.4. Pixmama is entitled to set and agree prices in its absolute discretion.

7.5. You authorize Pixmama to add the contents to one or more of its databases.

7.6. If you agree to Image Options you grant Pixmama the right to carry out certain pre-formatting changes to the Contents prior to release for licensing.

7.7. You acknowledge that Pixmama will have the right to translate the captions and tags (keywords) and other information associated with the Image into other languages, including by using an automated machine translation process that Pixmama has had no input into or control over and that accordingly Pixmama disclaims any liability for any failure to translate or for any inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful Content created as a result of or arising out of such translation process. You will only remain responsible for providing and maintaining accurate information in the original language provided.

8. Pixmama's obligations

8.1. Pixmama agrees to use its reasonable endeavors to grant licenses as you have requested.

8.2. Pixmama agrees to use its reasonable commercial endeavors, utilizing the System, to obtain reasonable License Fees.

8.3. Pixmama shall act as an agent in respect of the Contents.

8.4. Where you are agent for the Copyright Owner, Pixmama's contract is with you only.

9. Pricing and promotion

9.1. Pixmama offers Custom Pricing to some of its Customers for exclusive Contents. These licence prices may vary from those of the Pixmama licence calculator and you agree that your Contents can be licensed at these rates without Pixmama having to consult you.

9.2. You agree that Pixmama can sell Contents at the prices from this calculator without Pixmama having to consult you.

9.3. Promotion - Pixmama shall have the right to offer Customers promotions on Contents to promote the Pixmama service without Pixmama having to consult you. Promotions may include, but are not limited to:

9.3.1. acquiring new Customers; or

9.3.2. stimulating buying from existing Customers by offering discounts.

10. Credits, copyright notices and promotion

10.1. Customers of Pixmama using Contents will be instructed to credit your Pseudonym /Pixmama or, where applicable, the Agency Contributor name/Pixmama.

10.2. Pixmama cannot guarantee a credit in any instance, and will not be held liable if a credit is not made. Nor can Pixmama guarantee if a credit is made that it will show your Pseudonym or where applicable your Agency Contributor name.

10.3. Pixmama shall have the right, including in advertising and publicity in any media, to use your contents and name to advertise and promote the System and/or the Pixmama brand.

10.4. Provided you acknowledge Pixmama's rights you may use Pixmama's trade marks in any lawful promotion or publicity without Pixmama's prior written consent. Pornographic, defamatory or other unlawful use including use in unsolicited electronic communications is not permitted. Pixmama shall be entitled to revoke this permission if it becomes aware of any use of its trade marks which it deems inappropriate.

11. Statements and payment

11.1. For the purposes of this clause;

11.1.1. Pixmama Commission, as set out in the Pixmama Commission Table that You authorize Pixmama to deduct and retain.

11.1.2. Sales Tax, VAT and other government charges (if applicable)

11.2. As soon as a content is purchased by a Customer paying by credit card or when an invoice is raised to a Customer, Pixmama shall report to you online. The report shall be in US Dollars/BDT and shall:

11.2.1. specify the licence or licences granted;

11.2.2. for each licence include details of file size and duration of the license

11.2.3. record the Licence Fees received;

11.3. The payment due for each week shown in the statement shall be paid to you in the currency specified in Pixmama contract with you. However, no payment will be made if

11.3.1. we have previously tried to pay you and your details are incorrect and have not been updated, or

11.3.2. we no longer support the payment method you have chosen.

11.4. Amounts of which you are not paid in US Dollars shall be converted from US Dollars to the currency for payment at the rate provided by Pixmama on the date of payment or the preceding BD working day.

11.5. Pixmama may Adjust by debiting/crediting a Contributor's account or otherwise:

11.5.1. Any sum incorrectly or inadvertently credited/debited to your account.

11.5.2. any amounts due from you to Pixmama where you are also a purchaser from Pixmama or a Distributor.

11.5.3. all other amounts due to Pixmama from you including, where Pixmama is entitled to be indemnified by you in the circumstances set out in clause 5 a sum representing the likely total amount of such indemnity.

11.6. Licence Fees charged to Customers in currencies other than US Dollars/ BDT are recorded on your statements in US Dollars/BDT. The exchange rate used will be reviewed and adjusted in line with exchange rate fluctuations.

12. Advertising and promotion

12.1. You agree that the Contents may be used worldwide at Pixmama's option without charge and without prior consent or approval from you in Promotional/Marketing Material or in any other manner at the sole discretion of Pixmama designed to promote sales of Contents and/or to enhance awareness of the Pixmama name/brand or that of the individual Contributor, subject to the following:

12.1.1. If Contents have been used in Promotional/Marketing Material prior to account termination and/or deletion those Contents will be permitted to remain in that specific Promotional/Marketing Material;

12.1.2. For the avoidance of doubt, Contents that have been deleted and/or subject to account termination will not be used in new Promotional/Marketing Material;

12.1.3. For the avoidance of doubt Promotional/Marketing Material also includes articles and interviews featuring Pixmama and/or its Imagery, social media and search engine listing and promotion including but not limited to 'Google Images'.

12.2. Where Contents are used to promote the Pixmama name/brand in general, Pixmama may make a reasonable effort to provide an appropriate credit to you where commercially reasonable, but you understand that Pixmama cannot guarantee a credit to you and will not be held liable if one is not made or is made in a different format from that requested by Pixmama.

12.3. You agree that we have the right, when using the Contents in advertising and promotion, to alter the Contents including any cropping, manipulation, combining and creation of derivative Contents providing such alteration is not pornographic, defamatory or otherwise unlawful.

13. Breaches of licences and defaults by Customers

13.1. You recognize that Pixmama shall have no obligation to conduct any verification or check of the character, standing or financial position of any Customer.

13.2. Each party shall promptly inform the other of any actual or suspected infringement of copyright, loss of Contents, breach of moral rights or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Contents. In the event of any alleged breach of any licence by a Customer or any other infringement of intellectual property or other rights in a Content, Pixmama may either take action itself against the Customer or alternatively inform you that it will not be taking action and you may then do so at your option.

13.2.1. If Pixmama takes action Pixmama may (but shall not be obliged to):

13.2.2. make such claims and take such action as may be necessary (in the opinion of Pixmama) in connection with it. Fifty percent (50%) of all amounts recovered by Pixmama in connection with such claims or actions (after first deducting collection fees and reasonable legal expenses incurred by Pixmama) shall be paid to you.

13.2.3. If you take action then Pixmama's sole obligations shall be to at your request and cost, provide testimony in any action which may be brought by you by verifying the terms of the contract entered. Prior to giving this assistance Pixmama may require you to have indemnified Pixmama for all of the costs and expenses of any such action including at Pixmama's discretion providing and securing the costs of Pixmama's legal and other advisors.

13.3. You agree that where Pixmama incurs legal and/or other specific costs relating to an outstanding amount owed by a Customer then these costs will be recouped by Pixmama first before accounting to you. For the avoidance of doubt should a debt be only partially

cleared by a Customer then Pixmama will recoup its specific costs first and then divide the remaining amount between you and Pixmama in line with the commission schedule in force at the time the debt was invoiced. Pixmama shall not be obliged to pursue payment of debts owed by Customers if, in Pixmama's opinion, the prospects of recovery are not good enough to justify the likely collection costs.

14. Loss of Contents or failure of System

14.1. Due to the nature of server provision, downtime and lost transmissions may occur. In recognition of this it is agreed that Pixmama shall have no liability to any Contributor or Copyright Owner for:

14.1.1. the loss of any Content or for any deterioration or damage to any Content on the System; or

14.1.2. any failure of the System which causes lost Licence Fees.

14.2. Contributors shall be responsible for maintaining original and digital back-up copies of all Contents submitted to Pixmama and will provide replacement digital copies to Pixmama on request at any time.

14.3. Pixmama is entitled to amend the System or remove an online upload facility at any time.

15. Liability of Pixmama

15.1. Pixmama's liability for negligence or breach of any of the provisions of this contract shall not be claimed more than 6 months after the date of the alleged breach.

15.2. Pixmama shall have no liability to you for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether or not caused by the negligence of Pixmama).

16. Amendment and variation

16.1. Pixmama may vary this Contract by altering or deleting any of its provisions or adding any new provisions by giving you 30 days prior notice at any time. If You do not accept any of the variations You have the right to terminate this Contract by giving written notice to Pixmama in accordance with the provisions of clause 16.1.2.5.

17. Termination

17.1. You may terminate this contract:

17.1.1. on 30 days prior notice to Pixmama at any time;

17.1.2. immediately by written notice to Pixmama if Pixmama:

17.1.2.1. breaches any terms of this contract which breach is not capable of effective remedy; or

17.1.2.2. breaches any term of this contract which is capable of remedy but which is not remedied within 30 days of the date of a notice specifying the breach and requiring that party to comply with that term.

17.1.2.3. enters into insolvent liquidation.

17.1.2.4. ceases to carry on its business of operating the System.

17.1.2.5. where Pixmama gives 30 days notice to vary the contract pursuant to clause 15.1, by written notice to Pixmama at any time during that 20 days period expiring at the end thereof.

17.2. Pixmama may terminate this contract:

17.2.1. on 30 days' prior notice to you at any time;

17.2.2. immediately on written notice to you if:

17.2.2.1. you breach any terms of this contract which breach is not capable of effective remedy; or

17.2.2.2. you breach any term of this contract which is capable of remedy but which is not remedied within 30 days of the date of a notice specifying the breach and requiring that party to comply with that term.

17.2.2.3. you are declared bankrupt or go into liquidation or receivership or an administrative receiver is appointed over all or any part of your assets or a meeting of creditors is called.

17.2.2.4. Pixmama decides to terminate its operation of the System.

17.2.2.5. Pixmama may at its discretion, without terminating this contract in relation to your other content, delete any individual contents at any time.

17.3. On termination Pixmama shall;

17.3.1. delete from its Website each Image provided by you in respect of a terminated contract;

17.3.2. continue to account to you in respect of licences granted before termination or licences granted as allowed elsewhere in this contract.

17.3.3. not return to you any data, of whatever kind, relating to any content or a content itself.

17.4. The termination shall not prejudice any licences then existing or any negotiations which Pixmama has properly entered into with any third party prior to the date of termination or the grant of licences for Images already downloaded by a Customer prior to termination.

17.5. You undertake for yourself and the Copyright Owner that following termination neither of you will enter into any licence or disposal which conflicts with any licence granted during the period of this contract by Pixmama.

18. Notices

18.1. Any notice under this contract may be sent electronically to the email address notified by each party to the other and may also be sent by registered post, to the name and address notified in accordance with this clause. A notice served under this clause shall be deemed to have been received on the expiration of 48 hours after service. Any notice sent by Pixmama to your email address notified to Pixmama shall be deemed to have been duly served on you whether or not such notice is actually received by you. Any email sent from your address shall be deemed to have been sent by you.

18.2. Pixmama may also serve notice on you by a display on its website in a reasonably prominent position to which the attention of Contributors is drawn.

18.3. Please note that Pixmama may contact you at the e-mail address, postal address, on the telephone numbers given, or using any other communication method, including without limitation social media, when you register as a Contributor or those supplied in My Pixmama at a later date.

19. Your data communications

19.1. At all times we will adhere to applicable data protection laws and the privacy policy in relation to the processing of your personal data and communications with you.

19.2. By opting in to marketing and/or 3rd party emails during Registration you agree that we can send you marketing and/or 3rd party emails. These emails are promotional in nature and will include, but are not limited to, content related offers, competitions, industry information and affiliate programs. You can unsubscribe from marketing and/or 3rd party emails at any time by clicking the unsubscribe link within these emails or by changing your email preferences in your account settings.

20. Disputes and governing law

This contract shall be governed by and interpreted in all respects in accordance with the laws of Bangladesh. If any dispute shall arise between you and Pixmama in connection with or in relation to this contract the matter shall be resolved by

20.1 Two party mutual discussion between you and Pixmama or,

20.2 Triparty mutual discussion between you, Pixmama and any appointed 3rd party authorized moderator.

19.1 If it is not resolved by the upper two processes mentioned above, then the matter shall be resolved by the courts of Bangladesh.

21. Infringements

21.1. Pixmama reserves the right to pursue Infringements (where the Image has been sourced from Pixmama or its System, including where the Image is exclusive to Pixmama and where a Pixmama credit is present). You agree to Pixmama pursuing these Infringements either itself or using third parties.

21.2. In the event of any alleged breach of any licence or any other Infringement of intellectual property or other rights in an Image, Pixmama may either take action itself against the infringer or alternatively inform you that it will not be taking action and you may then do so at your option.

21.3. If Pixmama takes action Pixmama may (but shall not be obliged to) make such claims and take such action as may be necessary (in the opinion of Pixmama) in connection with it. Fifty percent (50%) of all amounts recovered by Pixmama in connection with such claims or actions (after first deducting collection fees and reasonable legal expenses incurred by Pixmama) shall be paid to you.

22. Definitions

The following definitions shall apply:

"Pixmama"

means a product of Sigma Solutions powered by Robi Axiata Limited including but not limited to the website pages and apps of the System in which your details are specified.

"Pixmama Commission"

means the percentage of the License Fees that Pixmama takes.

"Pixmama Commission Table"

means the table set out above which lists the fees and commissions payable or any substitute table of which Pixmama has given notice in accordance with the section entitled Statements and payment.

"Contributor"

means the Copyright Owner or if Registration has been completed on the Copyright Owner's behalf by an authorized company or licensee that entity. For the avoidance of doubt, if Registration is completed by an authorized employee on behalf of a company then that company is the Contributor. The term Contributor also includes the Contributor's executors, administrators, heirs and assigns or successors in business.

"Copyright Owner"

means the person who is represented as owning the copyright of any content.

"Customer"

means any third-party individual, partnership, corporation or other entity who may be intermediaries or end-users and to whom a license is or is proposed to be granted by Pixmama.

"Custom Pricing"

means pricing agreements entered into with Customers where Contents are specially licensed for a set of amounts, copyright, social value including but not limited to impact, global value, rareness. These license prices may vary from those of the Pixmama license calculator.

"Contents"

means any digitized photograph, footage, vector, illustration or other Image, video, audio of which at any time during the term of this contract you submit to Pixmama.

"Infringement"

means the use of an Image sourced from Pixmama or its System and used without permission. Permission must be in the form of a valid license or other permissible agreement.

"License Fees"

means any sum or sums actually received by Pixmama from any Customer in respect of the license of a content whether a single payment or a royalty paid over time.

"Exclusive Content(s)"

Means the special content(s) dependent upon social value including but not limited to community impact, global value, rareness.

"Metadata"

Means Image information supplied to Pixmama by the Contributor by any means, including but not limited to captions, keywords, descriptions, date taken, location and Pseudonyms.

"Promotional/Marketing Material"

means promotional and marketing material that shall include, but not be limited to PR pieces (for example: articles in magazines or newspapers; magazine competition/subscription offers; magazine cover mounts; Front, inside and back cover Images), events (for example: inclusion of work in panels or other materials for Pixmama events and third party events with which Pixmama is involved; trade stands), direct mail (for example: inclusion of Images in printed mailing or promotional piece, postcards), advertisements (for example: guides to stock; magazine advertisements; magazine inserts; banner advertisements; ambient media, e.g. projection onto a wall, Image on a promotional coffee cup), email newsletters and text/Image based e- promos (for example: Pixmama marketing emails, Pixmama e-newsletters; viral newsletters and competitions), search engine listing and promotion and Pixmama ratified social media sites and apps, use in information graphics, supply of Images to third parties for use in Image galleries (Images unaccompanied by copy) and editorial pieces (Images accompanied by copy), websites and blogs in return for publicity, specific ad-hoc marketing campaigns, supply of Images to third parties for use in conferences/presentations/keynote speeches in exchange for publicity, and other uses by third parties in return for publicity.

"Pseudonym"

means the name under which you sell your Content(s). Your default Pseudonym is the name you gave during Registration.

"Registration"

means the on-line display on the System at the time you complete the registration process and which will have included:

- your name and address.

- your login details for your account with Pixmama.

Registration details may be modified online and new details are applicable from the time you, or anyone authorized on behalf of you, changes the details in My Pixmama.

"Storage Fees"

means the Pixmama fee per Content per month, or part thereof, levied in advance every month.

"System"

means the online System(s) operated by Pixmama, including the website at www.Pixmama.com and any other internet-based system for the licensing of Contents which Pixmama may operate under the Pixmama brand.

