

**THE AGREEMENT WITH CREATEONLINE**  
**FOR**  
**THE PRINTREE GALLERY**

1. The 'AFFILIATE' (henceforth known as 'AFFILIATE'):

Name: .....  
Address 1: .....  
Address 2: .....  
Address 3: .....  
Address 4: .....  
Email Address: .....  
Contact Telephone No: .....

2. AFFILIATE agrees to supply images to CreateOnline for the Printree Gallery on a non-exclusive basis until such time as AFFILIATE request for them to be removed in consideration for payments made by CreateOnline to AFFILIATE under this Agreement.

3. AFFILIATE shall provide to CreateOnline the high resolution Images (in JPEG or TIFF format), to be resized, watermarked and uploaded onto the Gallery. AFFILIATE shall provide accompanying image data i.e. 'Image File Name', 'Image Title', 'Image Description', 'Image Genre', 'Image Subject Matter', 'Image Key Words' for each image, for display with the images.

4. AFFILIATE grant CreateOnline a non-exclusive worldwide licence to use any of AFFILIATE's images, profile and any logos as we deem appropriate to advertise, market and promote AFFILIATE's work and the Printree Gallery.

5. AFFILIATE warrants that AFFILIATE has full legal title to and are the copyright owner of AFFILIATE's profile, artwork and images and that these do not infringe the copyright or intellectual property rights of any third parties and for the avoidance of doubt AFFILIATE will indemnify and hold harmless CreateOnline from any copyright claims.

6. CreateOnline shall pay any royalties due to AFFILIATE within 28 days of receipt of payment for prints by customers.

7. This Agreement can be terminated by either party only by providing one month's written notice to the other party. CreateOnline shall, within 14 days of receipt of confirmation of the termination of this Agreement deliver to AFFILIATE all of AFFILIATE's images in our possession, custody or control and shall immediately cease all further use of such materials.

8. CreateOnline has complete sanction without restriction to remove images that we deem to be offensive, pornographic or defamatory.

9. CreateOnline is not responsible for and to the fullest extent permitted by the law excludes all liability for any losses or damages arising from or in connection with the marketing, promotion, sale and delivery of AFFILIATE's images.

10. The parties hereby agree that this Agreement shall be governed by and interpreted in accordance with English Law, and hereby submit to the non-exclusive jurisdiction of the English Courts for all purposes connected with this Agreement.