

GENERAL TERMS AND CONDITIONS OF USE

1. SCOPE

These General Terms and Conditions of Use shall apply to all deliveries, order confirmations and contracts for the sale of photographs, images, digital footage or other contents (hereinafter "Content") licensed from the supplier of the Content (hereinafter "Photographer") to PhotoSqueezer OÜ and its affiliates (hereinafter "PhotoSqueezer"). Unless specially modified by the contract the terms set out below comprise all the terms of the contract between Photographer and PhotoSqueezer (hereinafter together the "Parties"). These General Terms and Conditions of Use shall prevail over any terms and conditions put forward by the Photographer. Such terms and conditions shall have no effect, shall not be binding upon either Party, and shall not serve to constitute an amendment to or waiver of any of the provisions of the these General Terms and Conditions of Use, if there is any conflict between these General Terms and Conditions of Use and such terms and conditions. No conduct of PhotoSqueezer shall constitute an acceptance of any terms put forwarded by Photographer unless PhotoSqueezer expressly agrees to them in writing signed by its duly authorized representative.

These Terms and Conditions of Use do not constitute Photographer an employee, agent, or legal representative of PhotoSqueezer for any purpose whatsoever.

2. FORMATION OF CONTRACT

A contract shall be deemed to have been entered into when the Photographer has accepted these General Terms and Conditions of Use by electronic or other means or if these General Terms and Conditions of Use have been duly signed by both Parties.

3. PRICE AND TERMS OF PAYMENT

PhotoSqueezer shall pay the agreed contract price according to the terms of payment, in such currency, time and manner as are provided for in the relevant *PriceMatrix* presented on website <http://www.allto1.com/>. In case no such provision is included therein, payment shall be made in Euros to a bank account informed by PhotoSqueezer by normal online bank transfer. PhotoSqueezer support also *PayPal*, *Neteller*, *Moneybookers* and *Western Union*. Interest on overdue amount shall be the interest set out by the laws of Estonia.

3.1 COMMISSION STRUCTURE

Our agreement gives the Photographer 70% royalty on net sale. Photographer will receive payments once a month by online bank transfer, by *PayPal*, by *Neteller*, by *Moneybookers* or by *Western Union*.

4. INTELLECTUAL PROPERTY RIGHTS

The licence of Content includes a limited and non-exclusive right, during the term of this agreement, to promote, offer, sell, distribute or otherwise exploit the Content in PhotoSqueezer's business as described in these General Terms and Conditions of Use. PhotoSqueezer has the right to transfer the Product in whole or in part to a third party.

5. REPRESENTATIONS AND WARRANTIES

The Photographer represents and warrants that no intellectual property rights prevent PhotoSqueezer from using, selling, distributing or otherwise exploiting the Content as described in these General Terms and Conditions of Use.

Non-conforming licensed Content handling will be initiated through PhotoSqueezer's notice of defects. Photographer shall be responsible for non-conforming Content related problem solving and responding to PhotoSqueezer in writing with correct and preventive actions.

Photographer shall promptly compensate PhotoSqueezer for any non-conforming Content either with replacing the Content or with a credit invoice for the value of the non-conforming Content, as separately agreed by the Parties. This clause does not limit the compensation that PhotoSqueezer is entitled to under the contract or based on the applicable law.

6. HOLD HARMLESS AND LIABILITIES

Photographer shall indemnify, defend and hold PhotoSqueezer harmless from and against all costs, claims, losses, damages, liabilities and expenses incurred from a claim or demand arising from or related to Photographer's obligation, representation and warranties hereunder.

Photographer shall indemnify, defend and hold PhotoSqueezer harmless from and against all costs, losses, damages, liabilities and expenses incurred from any intellectual property or other rights infringement claims or demands arising from or related to the Content. Photographer shall at its expense either modify the Content to be non-infringing but having the same quality as the infringing or obtain rights to use the Content in accordance with the terms and conditions of the contract.

PhotoSqueezer shall not be held liable for any indirect, collateral, special, incidental or punitive damage, including but not limited to loss of profits out of the use of the Content or business interruptions.

7. FORCE MAJEURE

PhotoSqueezer and Photographer shall not be liable for any failure of performance due to war, strike, lock-out, industrial action, fire, flood, storm or any other event or obstacle beyond the control or influential sphere of the Party (hereinafter "Force Majeure")

Force Majeure experienced by PhotoSqueezer's subcontractor shall also be considered grounds for release in the event that subcontracting cannot be obtained elsewhere without unreasonable costs or undue delay.

8. CONFIDENTIALITY

"Confidential Information" shall include, but is not limited to, oral or written technical or non-technical information, business methods, data and computer programs or economic information (price lists etc.)

Unless otherwise agreed in writing in a separate confidentiality/secretcy agreement between the Parties, neither shall for the term of this contract and one (1) years thereafter, directly or indirectly use or divulge to third parties any Confidential Information or trade secrets which have become known to him in any way in connection with this contract without the written consent of the other Party. Both Parties agree to hold in confidence all Confidential Information and all information received under this contract according to terms and conditions of a separate Confidentiality/Secretcy Agreement made between Parties, if any.

9. GOVERNING LAW AND DISPUTE SETTLEMENT

These terms and conditions shall be governed by the laws of Estonia without reference to conflict of law principles.

Any disputes arising out of or in connection with the contract shall be solved in negotiations between the Parties. If no settlement is reached within thirty (30) days after a written notice by either Party to commence the negotiations is given, either Party has the right to refer the dispute to arbitration. Any dispute arising out of or in connection with the contract shall be finally settled in arbitration in accordance with the Arbitration rules of the Finnish Central Chamber of Commerce or upon demand of PhotoSqueezer in the appropriate court set out by law in Tallinn.

10. TERM AND TERMINATION

This agreement is effective until terminated. If the purchase of the Content is of a continuing nature, the contract may be terminated by a written notice to the other Party. The notice of termination shall be given by the Party three (3) months prior to the date of termination.

A Party has a right to terminate the contract forthwith in the event of force majeure, which has lasted over three (3) months, preventing the fulfilment of the contract.

A Party has a right to terminate the contract forthwith due to default if:

- the other Party has materially breached the contract by wilful act or gross negligence
- the other Party has materially breached the contract and the breach is not remedied within fourteen (14) business days of a written notice thereof; or
- an undisputed payment has not been paid according to the contract within (30) days of a written notice thereof which includes a reference to the right of termination; or
- a right to termination is set out in the legislation applicable to the contract.

Accepted by Photographer

Name (first name, family name) _____
Postal/Street address _____
Zip code _____ **City/Town** _____
Country _____

Place and date

Signature

Accepted by PhotoSqueezer OÜ, ALLTO1

Tallinn, Estonia 21st May 2011

Place and date



Mr. Janne Komulainen, CEO
Signature and company stamp

SEND BY FAX: +372 56 00 00 91,
EMAIL: contract@allto1.com or
MAIL: PhotoSqueezer OÜ, Pärnu mnt 10, EE-10148 Tallinn, Estonia