

CONTENT SUBMISSION AGREEMENT

421 Ops, LLC (“421” or “we”, “our” or “us”) operates 421, including our websites, social media pages and apps (the foregoing shall hereinafter be collectively referred to as the “Platform”).

This Content Submission Agreement (“Agreement”) describes the agreement between you and us with respect to any content or materials, including photos and videos (collectively, “Your Content”), added, submitted, distributed, or posted to the Platform by any means including, without limitation, via upload through our Content Submission pages, and governs your rights, licenses, obligations and restrictions regarding submission of Your Content to the Platform.

EXCLUSIVE ASSIGNMENT

By submitting or posting Your Content to us or our Platform in any manner, and in consideration for the opportunity to have Your Content distributed by us with the Credit described below, you automatically assign us any and all rights in and to Your Content, including all copyrights, and the exclusive right to use, copy, reproduce, publish, distribute, license to others, perform, enforce, edit, modify, prepare derivative works of, and otherwise exploit Your Content, and any clips, images, or portions thereof, in any and all media, formats and channels, including on our Platform, and in merchandise related thereto.

For the sake of clarity, the rights granted with respect to Your Content will include, without limitation, the exclusive right to (1) post Your Content on our Platform, (2) use Your Content (or clips thereof) in advertising/ promotional material, (3) assign or license Your Content to third parties for their use in exchange for payment, (4) pursue advertising, brand integration, endorsement and sponsorship opportunities with respect to Your Content; (5) pursue and receive fees and damages for past, present and future infringements of intellectual property rights in and to Your Content, and (6) incorporate Your Content, or images therefrom, in merchandise to be sold through the Platform or otherwise (e.g., apparel).

The rights granted by you to us are exclusive which means that after entering this agreement, you will have no right to grant rights in Your Content to any third party and no right to continue to distribute Your Content through your own digital or online channels (including your own social media accounts), unless we otherwise agree.

To the extent any of Your Content you submit includes name, image, voice, or performance of you or anyone else, you acknowledge and agree that the licenses you acquired are hereby transferred to us so that we can fully exercise our rights hereunder. Except where prohibited by applicable law, by submitting Your Content through the Platform, you are waiving and agreeing not to assert any of the following potential claims based upon our use of Your Content as described herein: (i) copyright infringement; (ii) violation of your rights of publicity; (iii) defamation, and/or (iv) “moral” rights or claims resulting from our alteration of Your Content.

CREDIT

In consideration of the rights granted hereunder, we agree that if we post Your Content to our Platform, you'll receive attribution credit in the captions and/or tags of our post so that viewers know the source of the content.

For the sake of clarity, the above describes the consideration you will receive for the rights you've granted us in and to Your Content. We have no obligation to pay you any portion of proceeds earned through any exploitation, including any advertising or sponsorship revenue derived from its distribution through our Platform.

By submitting any of Your Content to us, you acknowledge that we do not guarantee that any of Your Content will be posted.

PROHIBITED CONTENT

You are prohibited from submitting or posting to the Platform any content that:

1. Was taken from a third party, or includes a third party's trademarks, content or material, without permission, or otherwise infringes upon a third party's intellectual property rights of any kind.
2. You have previously sold, assigned or licensed to another party.
3. Is defamatory, slanderous or libelous.
4. Depicts or encourages criminal or tortious activity, including fraud, trafficking in obscene or illegal material, drug dealing or using, underage drinking, gambling, violence, harassment, or stalking.
5. Includes the name, image, voice or performance of any person who has not provided his or her consent to the foregoing being used for the purposes hereunder.
6. Depicts or encourages dangerous activities.
7. Is abusive, threatening, or obscene.

We reserve the right to, but do not have any obligation to, remove, edit, modify or otherwise manipulate Your Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to Your Content or if we are concerned that Your Content may violate these prohibitions).

REPRESENTATIONS AND WARRANTIES

You represent and warrant that Your Content will not violate any of the prohibitions described above.

Without limiting the foregoing, you further represent and warrant that:

1. You did not, without necessary permission, copy, rip, download, or otherwise take Your Content from any third party.
2. You have not previously granted, nor will you in the future grant, any rights to Your Content to any third party.
3. You own or have the necessary licenses, rights, consents, and permissions to use and authorize us to include and use Your Content in the manner contemplated by this Agreement and that Your Content will not violate or infringe upon the intellectual property rights, the rights of privacy or publicity, or any other rights of any third party.
4. You have the express consent of every party prominently featured in Your Content to assign Your Content to us for the uses contemplated under this Agreement.

INCORPORATION OF TERMS OF USE

This Agreement supplements our Terms of Use, the provisions of which are hereby incorporated by this reference and constitute the remainder of the terms governing the submission of Your Content. By submitting Your Content, you are representing that you have read and agree to both agreements.

Please contact us at support@421.Media with any questions regarding this Agreement.