

This Community Content Agreement (this "Agreement") is a binding agreement between you, the individual identified by your customer account on this website or the legal entity you represent, and OneBookShelf, Inc. ("OBS") the parent company of website marketplaces including DriveThruRPG, RPGNow and more.

This Agreement covers your participation in and use of the webpages and content provided by Genesys Foundry and the OBS websites that administer the Genesys Foundry program(the "Program").

## **1. Acceptance**

You accept this Agreement by clicking "I Agree" to set up and submit a new title (the "Work") to OBS.

## **2. Intellectual Property Definitions**

(a) Asmodee North America, Inc./Fantasy Flight Games (collectively, the "Owner") has granted OBS the right to use elements of Genesys and various intellectual properties and sublicense certain limited rights to you under the terms of this Agreement.

"Owner's IP" is defined as and includes any and all Genesys tabletop roleplaying materials and any content made available to you through the Program including, but not limited to:

- Genesys rule sets and game system
- Portions and elements of Genesys campaign setting(s)
- Artwork and other graphic templates and materials released for use in the Program

Owner's IP may be removed or modified at any time and for any reason whatsoever without notice or liability to you. Any Work published in the Program prior to the removal of Owner's IP will not require the removal or modification of that Work.

(b) "Program IP" shall be defined as any User Generated Content (defined, below) distributed by the Program.

(c) "User Generated Content" shall be defined as the copyrightable original elements included in your Work, such as original characters, scenes, locations and events created by you and not from other sources. User Generated content shall also not include the illustrations and cartographic artwork included in your work (unless those were originally created by you).

## **3. Account Information; Account Suspension.**

(a) Account Information; No Multiple Accounts. You must have an active user account in order to participate in the Program. You must ensure that all information you provide in connection with establishing your account, such as your name, address, and email, is accurate when you provide it, and you must keep it up to date as long as you use the Program. You may maintain only one account at a time. You will not use false identities or impersonate any other person or use a username or password you are not authorized to use. You also consent to our sending you emails related to the Program and other publishing opportunities. This consent regarding contacting you by email takes precedence over any contrary directions you may have given us, including through the Owners website(s).

(b) Account Security. You are solely responsible for safeguarding and maintaining the confidentiality of your account username and password and are responsible for all activities that occur under your account, whether or not you have authorized the activities. You may not permit any third party to use the Program through your account and will not use the account of any third party. You agree to immediately notify OBS of any unauthorized use of your username, password or account.

(c) Account Suspension. We may suspend your account or your participation in the Program at any time. You acknowledge that if we do so, you may be prevented from accessing communications and content on the OBS websites. If we suspend your account, you must stop using your Genesys Foundry account and not create any new accounts.

#### **4. Rights Granted to You.**

(a) Subject to your compliance with the terms of this Agreement, OBS grants you the limited, nonexclusive, nontransferable, personal, worldwide and revocable right to use and otherwise incorporate Owner's IP into your Work(s) for distribution through the Program only.

(b) Except for short promotional excerpts used to promote your Work, you may not display, recreate, publish, distribute or sell your Work (or derivatives thereof) outside of the Program administered on OBS websites or through other platforms or channels authorized or offered by The Owners.

(c) You retain full ownership of your User Generated Content created through the Program. You may reuse and license your User Generated Content as long as you do not violate or infringe upon the Owner IP or other authors in the Program.

(d) These rights are granted solely for the purpose of your participation in the Program and no other rights to Owner IP or Program IP is granted or created through this Agreement.

#### **5. Rights You Grant to OBS and The Owners**

(a) No Reversion. You are granting us broad licenses in your Work, and the rights to your Work will not be reverted once it is published in the Program. You will have the ability through online tools at OBS websites to stop further public sale of your Work on OBS marketplaces (though customers who already purchased digital download copies will continue to have access to the purchased Work), but not to stop the sale of works of other authors in the Program including when such works use your User Generated Content as long as you have previously agreed or consented to such use.

(b) Exclusive License to your Work. Effective as of the date we first make your Work available through the Program and as long as the Work remains in the Program, you grant us the exclusive, irrevocable license for the full term of copyright protection available (including renewals), to all User Generated Content included in your Work for use by us in the Program and fulfilling this Agreement without any additional compensation, notification or attribution beyond the obligations in Section 7.

#### **6. Waiver of Claims; Waiver of Moral Rights.**

In order to prevent legal claims that could be disruptive to the Program participants or impede the ability of you and other Program authors to participate in the Program, you irrevocably waive any legal claim you may have under any theory of law in any territory that your rights were infringed due to any use of your User Generated Content by us, the Owner or its affiliates, licensees and sublicensees, and/or any other Program authors, including copyright infringement that is in accordance with this Agreement or the terms of the Program. This waiver does not apply to royalty payments we may owe you under Section 7. You also irrevocably waive any moral rights in your Work and agree not to assert any moral rights in your Work against us, the Owner, and/or other Program authors. If, under any applicable law, this waiver of moral rights is not effective, you acknowledge that your Work is subject to the licenses you grant in Section 4 without any credit obligation, that you intend for your Work to be used in this way, and that this form of use will not be contrary to your moral rights.

#### **7. Royalties and Payments**

(a) Royalties. As full consideration of the rights you grant us under this Agreement, we will pay you a 50% royalty of the price paid on digital download format sales of your Work, and a 50% royalty on the print margin of print-on-demand sales of your Work, if this option is allowed by the Owner. Print Margin is the amount paid less the print cost to physically manufacture the book as listed on OBS websites.

(b) Sales taxes and freight charges are not considered part of the price paid.

(c) No royalties accrue on sales resulting in consumer refunds, charge backs, or fraud.

(d) Royalties are computed in US dollars.

(e) Royalties are paid via PayPal. You shall have access on OBS websites to a webpage that allows you to withdraw accumulated royalties to your PayPal account. OBS may deduct a fee of \$2 or PayPal's prevailing fee for its MassPay service from each payment to you.

(f) OBS or The Owner may send complimentary copies of your work for reasonable promotional and administrative purposes. No royalties shall be paid to you on such copies.

(g) You shall set the sale price of your Work. OBS may include your Work in site promotional sales events at discounts up to 40% off your normal sale price.

(h) Royalties on a sale of your Work shall be eligible for your withdrawal 60 days after the sale.

## **7. Representations, Warranties and Indemnity.**

You represent and warrant that:

(a) You are old enough to form a legally binding contract.

(b) If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity.

(c) You are the sole owner of the User Generated Content or have the rights or license to use illustrations, photographs, text or cartographic artwork that are not in the public domain or created by you.

(d) Your Work and any advertising, promotions, press releases, or other documents affiliated with the Work does not contain material that promotes racist, homophobic, discriminatory, or other repugnant views; that promotes overt political agendas or views; that depicts or describes criminal violence against children; that depicts or describes rape or other acts of criminal perversion; that is libelous; that violates the copyrights or trademarks of another party; that violates the law; or that the general public would classify as pornography.

(e) You will take no action which is intended, or would reasonably be expected, to harm Owner or its reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to Owner. This includes but is not limited to disparaging remarks, comments, or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities of Owner.

(f) You will not engage in crowdfunding in direct relation to the Work.

(g) You have secured any image release rights from any persons that may appear in any illustrations or photography in your Work.

You will indemnify and hold OBS and Owner harmless from any liability or cause of action arising from any breach of your representations and warranties including all reasonable attorneys' fees and costs.

**8. No Obligation to Make Available or Sell.** You acknowledge that we have no obligation to market, distribute, or offer for sale your Work, or to continuing marketing, distributing or selling your Work after we have started doing so. We may remove your Work from the Program and cease further exploitation at any time in our sole discretion without notice to you.

**9. Disclaimers; Limitation of Liability.** THE PROGRAM IS PROVIDED "AS IS." WE AND THE OWNER WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN NO EVENT WILL OUR (OR THE OWNERS) LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF (I) THE AMOUNT OF FEES DUE AND PAYABLE BY US TO YOU UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM AND (II) FIFTY DOLLARS (\$50.00). WE SPECIFICALLY DISCLAIM, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU AGREE THAT WE CANNOT ENSURE THAT EDITIONS OF YOUR USER GENERATED

CONTENT WILL BE PROTECTED FROM THEFT OR MISUSE OR THAT CUSTOMERS WILL COMPLY WITH ANY CONTENT USAGE RULES. ONEBOOKSHELF WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SECURITY SYSTEM OR PROCEDURE OR OF ANY CUSTOMER TO COMPLY WITH ANY CONTENT USAGE RULES. WE CANNOT GUARANTEE THAT OUR SYSTEMS WILL ALWAYS BE AVAILABLE, AND WE WILL HAVE NO LIABILITY ARISING FROM SYSTEM OR PROCESS FAILURES, INTERRUPTIONS, INACCURACIES, ERRORS OR LATENCIES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES; AS SUCH THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY.

**10. Execution of Further Agreements and Documents.** Protection of rights sometimes requires formal filings of paper documents and it may be helpful for us to have physical signed versions of this Agreement or other documents. You agree to sign and deliver to us any further documents that we may reasonably request to confirm your grant of rights to us (and the Owner) under this Agreement, following all instructions we provide for signature and return ("Additional Documents"). If you do not complete and return any such Additional Documents within 30 days after we request them, you agree that we can sign the Additional Documents on your behalf and, to make your agreement legally enforceable, you hereby irrevocably appoint us as your attorney-in-fact with full power to execute, acknowledge and deliver the Additional Documents as required to confirm our rights. In legal terms, your appointment is a power coupled with an interest.

**11. No Rescission or Injunctive Relief.** All rights granted to OBS and the Owner under this Agreement are irrevocably vested. No breach by OBS or the Owner of this Agreement will entitle you to equitable relief, whether injunctive or otherwise, against or with respect to your User Generated Content or any other works produced pursuant to the rights granted under this Agreement or their exploitation.

## **12. General Provisions.**

(a) This Agreement constitutes the entire agreement between the parties with respect to its subject matter. If any provision of this Agreement is held invalid by a court or other tribunal with jurisdiction over the parties to this Agreement, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The failure of either party to enforce any provision of this Agreement does not waive the party's rights to subsequently enforce the provision.

(b) The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee/employer relationship.

(c) This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

(d) You agree that all matters relating to your access to or use of the Program, including all disputes, will be governed by the laws of the United States and by the laws of the State of Minnesota without regard to its conflicts of laws' provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Ramsey County, Minnesota, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You expressly acknowledge and agree that no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between us and you arising out of or in connection with your use of the Program, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## **Changelog:**

Revisions to agreement to clarify creator ownership of original IP.