

Soxphotos LLC dba FantasyPhotoAuctions Seller's Agreement

Last Updated: February 28, 2023

Soxphotos, LLC ("Soxphotos LLC dba FantasyPhotoAuctions") is the owner and operator of www.fantasyphotoauctions.com and any affiliated websites, related mobile versions, and all related tools, applications, and interfaces on the Soxphotos LLC dba FantasyPhotoAuctions auction platform ("Site"). This Seller's Agreement is a legal contract between you, a seller ("Seller") of collectibles ("Collectibles") depicting or featuring primarily adult entertainment artworks ("Artworks"), and Soxphotos LLC dba FantasyPhotoAuctions that governs your submission of Collectibles for auction on the Site ("Services"). Use of the Site as a buyer of Collectibles and Artworks is governed by the Site's Terms of Service Agreement [<http://www.fantasyphotoauctions.com/tos.htm>].

Introduction

This is a contract with us to list your Collectibles on the Site ("Listings"). Consumers of Collectibles may browse the Listings and purchase Collectibles instantly or at auction ("Buyers"). Your Listings are offers by you to transfer the listed Collectible to a Buyer in exchange for money, and acceptance of that offer is made when a Buyer pays the purchase price or makes the highest bid for that Collectible ("Transaction"). Two types of Listings exist on the Site:

1. Flat Purchase(s): where you request that we list a Collectible for sale at a flat purchase price, and the first Buyer to accept that flat purchase price receives the Collectible.
2. Auction(s): where a you request that we list a Collectible at auction, and the Buyer that makes the highest bid within the set time frame of the auction receives the Collectible.

Soxphotos LLC dba FantasyPhotoAuctions reserves the right to execute Transactions on the Site as a Buyer or seller.

You understand and agree that this contract is merely an application for inclusion of your Listings on the Site, and that you must be approved by Soxphotos LLC dba FantasyPhotoAuctions (in our sole and absolute discretion) before any Listings will be posted to sell your Collectibles. We make no representations or warranties that you will be approved, even if you have been invited by us to apply. Further, we may (in our sole and absolute discretion) suspend or delete your Listings at any time and for any reason. We are not responsible for preserving terminated Listings information, and we may permanently delete this information in our discretion.

1. Seller Certifications

You certify to us that:

- i. You are eighteen (18) years of age or older, are at least the age of majority in your jurisdiction, have the legal capacity to enter in to and agree to this Seller's Agreement, and are using the Services freely, voluntarily, and willingly;
- ii. You are aware of and are not offended by adult content including graphic audiovisual depictions of nudity and sexual activity;
- iii. You are familiar with and comply with your jurisdiction's laws and community standards, including those affecting your right to access, receive, and transmit adult content, and those relating to distributing adult content to minors; and
- iv. You will only provide accurate and complete information to us and promptly update this information as necessary to maintain its accuracy and completeness. If you fail to provide the required information, if we reasonably believe that you have provided false or incomplete information, if we reasonably believe that you have failed to maintain the accuracy of the information provided, or if you fail to agree to this Seller's Agreement, we may suspend or terminate your Listings.

2. **Content**

a. Your Content

We may permit you to submit content which we will publish on the Site, including Artworks, Collectibles, Listings, and any other information that you provide to us for inclusion in your Listings ("Content"). You retain all ownership rights in the Content. However, you grant us a worldwide, perpetual, nonexclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content for our business (and the business of our successors), including for promoting and redistributing any part of the Site (and derivative works of it) in any media whether now known or later discovered, and to assist you in the sale of your Collectibles.

You grant each of our users a worldwide, nonexclusive, royalty-free license to access the Content with the facilitation of the Site, and to use, reproduce, display, and perform the Content as permitted with the facilitation of the Site and under this Seller's Agreement.

Except for personally identifiable information covered under our Privacy Policy, we will consider all Content non-confidential and nonproprietary. We have no obligation regarding your Content. We may freely use and otherwise exploit this Content for any purpose. You warrant that you maintain written releases from any person depicted in the Content, and that the Content does not violate any rights of any third parties. You will provide copies of any necessary releases, licenses, or ownership documents to us at our request. You are solely responsible for the Content and the consequences of posting the Content to the Site.

b. Rights in Collectibles and Artwork

While you may not be the owner of the Artwork and you are not transferring any rights, titles, or interests in the Artwork, you must be the owner of the Collectible itself and will transfer all rights, titles, and interests in the Collectible to the Buyer upon sale. You represent and warrant that (i) you own all right and title to the Collectible, (ii) the Collectible was originally sold by the copyright owner in the United States, (iii) the Collectible does not contain any materials that infringe upon any third-party rights, and (iv) the listing of the Collectible on the Site does not violate any agreement, contract, or obligation owed to any third party. We may remove any Artwork associated with any Collectibles on the Site if we receive notification of infringement from a third party related to the Artwork, or we determine, in our sole and absolute discretion, that the Artwork violates this Seller's Agreement.

c. Section 2257

You understand and agree that you are solely responsible for obtaining and maintaining any documentation required by Title 18 U.S.C. § 2257 for all individuals depicted in your Collectibles, or evidence that the Collectible is exempt from such requirements. Further you agree to be solely responsible for obtaining and maintaining written documentation confirming that each individual depicted in your Content has consented to (i) being depicted in the Content, and (ii) the Content being publicly distributed with the facilitation of the Site. You will provide this documentation to us within twenty-four (24) hours of a request by us for such documentation.

3. Transactions

a. Flat Purchases

If you request to have a Collectible listed as a Flat Purchase, you must provide us with a purchase price for the Collectible and pay any additional fees. You understand and agree that a Collectible listed as a Flat Purchase will be sold to the first Buyer to accept the purchase price for the Collectible and pay any additional fees. If a Buyer accepts the price of a Collectible listed as a Flat Purchase and pays any additional fees, the Buyer agrees to pay the Seller according to the terms of Listing, and you agree to assign any and all rights in the Collectible to the Buyer. You understand and agree that a Flat Purchase cannot be postponed, stopped, cancelled, or undone once a Buyer accepts the terms of the Listing for the Flat Purchase. However, you may remove your Listing for a Flat Purchase if no Buyer has accepted the terms of the Listing for the Flat Purchase.

b. Auction

If you request to have a Collectible listed as an Auction, you must provide us with a start time, end time, and minimum starting bid ("Reserve") for the Listing and pay any additional fees. Further, you understand and agree that:

- i. if no Buyer makes a bid to purchase the Collectible at the minimum starting bid set by the Seller in the Listing during the Auction, the Collectible will not be sold;
- ii. if a Buyer accepts the minimum starting bid set by the Seller in the Listing but no higher bid is made by any other user, the Collectible will be sold to the Buyer at the minimum starting bid;
- iii. if multiple users make bids above the minimum starting bid set by the Seller in the Listing, the Collectible will be sold to the Buyer that made the highest bid prior to the end of the Auction; and
- iv. an Auction may be cancelled after the Listing has been posted by the Seller, only if no bids have been made on the Listing in excess of the Reserve.

c. Payments

We will compensate you for any Collectibles sold on the Site according to the terms of Appendix A. Except in the case of Auctions when the purchase price is set by the Buyer, you are solely responsible for providing any and all details of the Listing, including the Listing type, purchase price, minimum starting bid, start time, and end time. You are responsible for any Listings posted to the Site on your behalf. Listings are legally binding offers to sell the Collectible. By requesting a Listing, you agree to temporarily send and lose control over the Collectible until either (i) the offer is accepted by the Buyer, (ii) the end time is reached, or (iii) the offer is revoked. If you fail to designate any details in a Listing, you understand and agree that we may make a reasonable decision related to those incomplete details on your behalf. You further understand and agree that we may adjust or deduct the monies transferred to you in the event that you violate this Seller's Agreement or our Terms of Service. We may set off any liability, damages, costs, or expenses that we incur arising from or relating to your breach against any money that we owe to you thereunder.

d. Taxes

You are solely responsible for determining and paying all sales, use, value-added, and other taxes, duties, and assessments associated with your use of the Services or your ownership, transfer, or sale of any Collectible. Neither Soxphotos LLC dba FantasyPhotoAuctions nor any of our other users are responsible for determining what taxes apply to your Transactions. Except for income taxes levied on Soxphotos LLC dba FantasyPhotoAuctions, you will pay or reimburse us for all national, federal, state, local or other taxes, duties, and assessments of any jurisdiction, and you shall not be entitled to deduct the amount of any such taxes, duties, or assessments from payments made to us pursuant to this Seller's Agreement.

e. Revenue Sharing

You are solely responsible for segregating, dividing, and distributing any revenue generated from any Listing with any co-owners, individuals depicted in the Collectible, or other third party, provided you have made such a revenue sharing agreement with any third parties. Any such revenue sharing arrangement shall be governed solely by an independent, private agreement between you and other third parties. We are not responsible for enforcing any such agreements. You agree to release us, and hold us harmless, from any and all claims arising from such agreements. You further agree that any claim arising from such agreements shall be asserted only against the parties participating or appearing therein, and not against us.

4. Additional Code of Conduct for Sellers

a. Corrective Actions

In addition to the Code of Conduct in our Terms of Service, you must follow this Additional Code of Conduct for Sellers. We reserve the right to determine, at any time and in our sole and absolute discretion, whether you or your Listings, Artworks, or Collectibles have complied with or violated this Additional Code of Conduct for Sellers. Violations are material breaches of this Seller's Agreement. If we determine that you have violated this Additional Code of Conduct for Sellers, we may immediately:

- i. remove your Listings, Artworks, and/or Collectibles from the Site; or
- ii. take any other corrective action we deem appropriate.

We carefully consider all evident factors before taking corrective action. We reserve the right to remove violative Content from the Site. We may also pursue any legal remedies against you if you violate this Seller's Agreement, including civil, criminal, or injunctive relief.

b. Prohibited Use Policy

Without our express prior written authorization, you will not:

- i. engage in any fraudulent activity on the platform, including:
 - A. misrepresenting the source, contents, value, or features of your Content, your Collectibles, or the Artworks;
 - B. failing to consummate any transaction with any Buyer of your Collectibles;
 - C. failing to honor any lawful representation made to Buyers in furtherance of selling your Collectibles; or

- D. providing any Content or any Collectibles that are counterfeit, stolen, taken without authorization, or otherwise illegally obtained;
- ii. engage in manipulation of the Site, whether manually, by “bots,” or by other means, including:
 - A. artificially driving traffic to your Content or to third-party websites; or
 - B. inauthentically generating engagements with your Content or third-party websites;
- iii. extort money or other benefit from a third party in exchange for removal of your Content or Listings, or for some other activity on the Site;
- iv. solicit or accept payments or sell Collectibles in exchange for travel or in-person meetings;
- v. attempt to do any of the acts described in this section; or
- vi. assist or permit any person in engaging in any of the acts described in this section.

c. Prohibited Content Policy

Without our express prior written authorization, you will not provide to us any Content that:

- i. is harmful, inaccurate, threatening, abusive, vulgar, violent, indecent, harassing, hateful, menacing, scandalous, inflammatory, blasphemous, likely to cause annoyance, intimidation, alarm, embarrassment, distress, discomfort, or inconvenience, otherwise just plain nasty or objectionable, or any content that, in our sole and absolute discretion, is otherwise inappropriate;
- ii. depicts, advertises, promotes, encourages, facilitates, or solicits (real, simulated, or implied) (i) sexual activity involving minors; (ii) incest; (iii) bestiality; (iv) overt aggression, violence, kidnapping, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, weapons, asphyxiation, extreme fisting, or genital mutilation; (v) necrophilia; (vi) blood, urine, scat, lactation, vomit, or excrement-related content; (vii) age-play or adult baby/diaper lover content, (viii) oversized or animal-themed toys; (ix) illegal prostitution or human trafficking, whether explicitly or by use of any slang, acronyms, or abbreviations; (x) “revenge porn” defined as any content containing any individual who has not consented to that content (a) being taken, captured, or otherwise memorialized, or (b) being posted, uploaded, or shared on the Site; (xi)

illegal or illicit drugs; (xii) suicide or self-harm; (xiii) any other illegal behavior or behavior that may be considered obscene under applicable law;

- iii. depicts any person under eighteen (18) years old;
- iv. depicts any person without inspecting and maintaining written documentation sufficient to confirm that all depicted individuals are in fact eighteen (18) years of age or older, including a written consent or release of each depicted individual to use their name or likeness and to enable inclusion and use in the manner contemplated by Soxphotos LLC dba FantasyPhotoAuctions and this Seller's Agreement;
- v. does not comply with Section 2257;

Additionally, you will not:

- i. attempt to post, upload, or share any content prohibited by this section; or
- ii. assist in or permit any person in posting, uploading, or sharing any content prohibited by this section.

d. Reporting Violations

If you suspect that a violation of this Seller's Agreement has occurred, you should promptly report the matter by contacting us at [Lebau@aol.com]. Failure to report suspicious marketing activity or other violations of this Seller's Agreement may result in corrective action against you, your account, or your Content. We may consider you complicit in any violations to which you were knowledgeable of suspicious activity but failed to report it.

e. Investigating Violations

We may require you to provide additional information and documents (i) at the request of any competent authority in relation to any applicable law, or (ii) if we reasonably believe that you have materially breached this Seller's Agreement. We may, in our sole and absolute discretion, temporarily or permanently remove your Listings until such additional information and documents are reviewed and accepted by us as satisfying the requirements of applicable law.

f. Law Enforcement

We will fully cooperate with law enforcement authorities or orders from courts of competent jurisdiction which request or direct us to disclose the identity or location of any user in breach of this Seller's Agreement, in accordance with our other policies and applicable laws or regulations. If your Listings result in Soxphotos LLC dba FantasyPhotoAuctions receiving a subpoena, discovery request, production order, or court order that causes us to incur expenses, court costs, or

legal fees for compliance, you agree to reimburse us for any such expenses, costs or legal fees upon our request.

5. Dispute Resolution and Damages

a. Governing Law and Venue

All matters arising out of or related this Seller's Agreement shall be governed by the laws of the state of Florida, excluding its conflict of law provisions. The sum of this paragraph is that any and all disputes must be, without exception, resolved in Orange County, Florida. All parties to this Seller's Agreement agree that all actions or proceedings arising in connection with this Seller's Agreement or any services or business interactions between the parties that may be subject to this Seller's Agreement shall be brought exclusively in Orange County, Florida. The parties agree to *exclusive jurisdiction and venue in, and only in, Orange County, Florida*. The parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to this Seller's Agreement in another jurisdiction. All parties hereby waive any right to assert the doctrine of forum non-conveniens or similar doctrines, or to object to venue with respect to any proceeding related to this Seller's Agreement. All parties stipulate that the courts located in Orange County, Florida shall have personal jurisdiction over them for resolution of any disputes. You agree to accept service of process by registered or certified mail, Federal Express, or Priority Mail, with proof of delivery or return receipt requested, sent to your last known address for any legal action related to this Seller's Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject matter and may be enforced in the courts located in Orange County, Florida or other jurisdictions in any manner provided by law if such enforcement becomes necessary.

b. Class Action Waiver

You hereby waive any right or ability to initiate any class action or collective proceeding.

c. Rights to Injunctive Relief

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

d. Additional Fees

If we are required to enlist the assistance of an attorney, investigator, collections agent, or other person to collect any money from you, or if we are required to seek the assistance of an attorney to pursue injunctive relief against you, then you additionally agree that you will reimburse us for all fees incurred in order to collect these monies or in order to seek injunctive relief from you. You

understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and other amounts that may dwarf the damages themselves. You agree that you will pay these fees and costs.

6. Disclaimers and Limitations of Liability

a. We Disclaim All Warranties

We provide access to and use of the Services “as is” and “with all faults.” We make no warranty that the Services will meet your needs or requirements. *We disclaim all warranties* — express, statutory, or implied — including warranties of merchantability, fitness for a particular purpose, workmanlike effort, quality, suitability, truthfulness, usefulness, performance, accuracy, completeness, reliability, security, title, exclusivity, quiet enjoyment, non-infringement, and warranties that your use of the Services will be uninterrupted, timely, secure, error-free, or that content loss will not occur, to the greatest extent provided by applicable law. There are no warranties of any kind that extend beyond the face of this Seller’s Agreement or that arise because of course of performance, course of dealing, or usage of trade.

b. Use at Your Own Risk

You expressly agree that access to and use of the Services is at your own and sole risk. You understand that we cannot and do not guarantee or warrant that the Site will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. We do not assume any responsibility or risk for use of the Services. You understand and agree that downloading or obtaining any materials through the Site is done at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from your activity.

c. Violations of Law

Use of the Services in violation of any law is strictly prohibited. If we determine that you have provided or intend to purchase or provide any services in violation of any law, your ability to use the Services will be terminated immediately. We do hereby disclaim any liability for damages that may arise from you or any user providing any goods or services that violate any law. You do hereby agree to defend, indemnify, and hold us harmless from any liability that may arise for us should you violate any law. You also agree to defend and indemnify us should any third party be harmed by your illegal actions or should we be obligated to defend any such claims by any party.

d. No Liability for Third-Party Goods or Services

By using the Services, you agree to be governed by the policies of any other third-party service upon which your use of the Services depends. We neither own nor control any other third-party service upon which your use of the Services depends. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of

your Transactions or any other interaction with any such third parties. We reserve the right to allow or prohibit certain third-party service providers in our sole and absolute discretion.

We may link to websites or resources owned and operated by third parties. You understand and agree that we have no control over, are not responsible for, and do not screen, endorse, warrant, guarantee, or assume responsibility for the goods or services available on third-party links. You agree to hold Soxphotos LLC dba FantasyPhotoAuctions harmless from any and all damages and liability that may result from use of third-party links that appear on the Services and any goods or services provided thereon. You agree that your use of any third-party link or the goods or services provided thereon is governed by the terms and conditions of those third parties, not by this Seller's Agreement or our other policies. We will not be a party to or be in any way responsible for monitoring any transaction on a third-party link. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

e. Limitations of Liability Generally

We expressly disclaim any liability or responsibility to you for any of the following:

- i. failed functionality of the Services, unavailability of the Services, and any other technical failure that may result in inaccessibility of the Services;
- ii. errors, mistakes, or inaccuracies on the Services;
- iii. personal injury or property damage of any nature resulting from your access to and use of the Services;
- iv. any third party's unauthorized access to or alterations of your account, transmissions, or data;
- v. any interruption or cessation of transmission to or from the Services;
- vi. any bugs, viruses, malware, Trojan horses, or the like that may be transmitted to or through the Services by any person;
- vii. any incompatibility between the Services and your other services, hardware, or software;
- viii. any delays or failures you may experience in initiating, conducting, or completing any transmissions on the Services or any Transactions with the facilitation of the Services; and

- ix. any loss or damage of any kind incurred because of the use of any content posted, emailed, transmitted, or otherwise made available through the Services.

7. Indemnification

You agree to defend, indemnify, and hold harmless Soxphotos LLC dba FantasyPhotoAuctions and our subsidiaries, affiliates, agents, officers, directors, shareholders, employees, independent contractors, telecommunication providers, attorneys, and successors, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, or consequentially resulting or allegedly resulting from your actions, or the actions of another person under your authority, including without limitation to governmental agencies, use, misuse, or inability to use the Services, or any breach of this Seller's Agreement by you or another person under your authority. We shall promptly notify you of any such claim or suit, and we may cooperate fully (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or suit at our own expense, and choose our own legal counsel; however, we are not obligated to do so.

8. General Provisions

a. WE HAVE A ZERO TOLERANCE POLICY FOR CHILD SEX ABUSE MATERIAL

You understand that all depictions on the Site are of persons over the age of eighteen (18) on the date of production. We take great measures to ensure that no minors appear in your Content. If you seek to sell any form of child pornography (including so-called "virtual" child pornography), you must not enter into this Seller's Agreement. We do not provide nor promote underage content, and we do not tolerate those who seek to sell underage content. In furtherance of our zero-tolerance policy, you agree to report any images, real or simulated, that appear to depict minors.

b. Entire Agreement

This Seller's Agreement and any other legal notice or agreement published by us on the Site, forms the entire agreement between you and us concerning your use of the Services. It supersedes all prior terms, understandings, or agreements between you and us regarding use of the Services. A printed version of this Seller's Agreement and of any notice given in electronic form will be admissible in any proceedings based on or relating to these terms. Such version of this Seller's Agreement shall be utilized to the same evidentiary extent, and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

c. Assignment and Delegation

We may assign any rights or delegate any performance under this Seller's Agreement without notice to you. You will not assign, delegate, or sublicense any of your rights or duties without our

advanced written consent. Any attempted assignment or delegation in violation of this provision will be void.

d. No Waiver; Severability

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of this Seller's Agreement. If any provision of this Seller's Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force, if the essential terms for each party remain valid, binding, and enforceable.

e. Cumulative Remedies

All rights and remedies provided in this Seller's Agreement are cumulative and not exclusive, and the assertion by a party of any right or remedy will not preclude the assertion by the party of any other rights or the seeking of any other remedies available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

f. Successors and Assigns

This Seller's Agreement inures to the benefit of, and is binding on, the parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign its rights or delegate its performance under this Seller's Agreement.

g. Force Majeure

We are not responsible for any failure to perform because of unforeseen circumstances or causes beyond our reasonable control, including: Acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; pandemics; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; failure of the telecommunications or information services infrastructure; hacking, spam, data breach, malware, or any failure of a computer, server, network, or software for so long as the event continues to delay our performance; and unlawful acts of our employees, agents, or contractors.

h. Notices

Any notice required to be given by us under this Seller's Agreement may be provided by electronic message directed to the party to be noticed, or by personal delivery via commercial carrier. Notices by customers to us shall be given by contacting us at [Lebau@aol.com]. Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier shall be deemed delivered on the business day following mailing. Notices delivered by any other method shall be deemed given upon receipt. Either party may, by giving the other party appropriate written notice, change the designated address, email address, or recipient for any notice hereunder. Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the party to be

notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, email server, or overnight delivery service.

i. Authorization and Permission to Send Emails to You

By submitting your email address to us, you authorize us to send you electronic notices, advertisements, and other communications, including emails, advertisements, and notices. You understand and agree that such communications may contain adult content, sexual content and language, and images of nudity not suitable for minors. This authorization will continue until you request us to remove you from our email list. You understand and agree that even unsolicited email correspondence from us, or our affiliates, is not spam as that term is defined under the law.

j. English Language

We have written this Seller's Agreement and our associated website policies in the English language. You are representing your understanding and assent to the English language version of this Seller's Agreement as they are published. We are not liable to you or any third party for any costs or expenses incurred in translating this Seller's Agreement. If you choose to translate this Seller's Agreement, you do so at your own risk, as only the English language version is binding.

k. Export Control

You understand and acknowledge that the software elements of the Site may be subject to regulation by governmental agencies which prohibit export or diversion of software and other goods to certain countries and third parties. Diversion of those elements contrary to U.S. or international law is prohibited. You will not assist or participate in any such diversion or other violation of applicable laws and regulations. You warrant that you will not license or otherwise permit anyone not approved to receive controlled commodities under applicable laws and regulations and that you will abide by such laws and regulations. You agree that none of the elements are being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

l. No Agency Relationship

Nothing in this Seller's Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

m. Usages

In this Seller's Agreement, unless otherwise stated or the context otherwise requires, the following usages will apply:

- i. references to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.
- ii. references to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.
- iii. “A or B” means “A or B or both.” “A, B, or C” means “one or more of A, B, and C.” The same construction applies to longer strings.
- iv. “including” means “including, but not limited to.”

n. Headings

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Seller’s Agreement.

o. Other Jurisdictions/Foreign Law

We make no representation that the Site is appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access or use the Site from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws. Nothing contained in this Seller’s Agreement shall be interpreted as an admission that that Soxphotos LLC dba FantasyPhotoAuctions is subject to the laws of any nation besides the United States.

p. Service Not Available in Some Areas

You are subject to the laws of the state, province, city, country, or other legal entity in which you reside or from which you or use the Services. **THIS WEBSITE IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.** If you use the Services while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and this Seller’s Agreement, and subject to having your account suspended or terminated without any notice to you. You hereby agree that Soxphotos LLC dba FantasyPhotoAuctions cannot be held liable if laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to use the Services, nor shall any person affiliated, or claiming affiliation, with Soxphotos LLC dba FantasyPhotoAuctions have authority to make any such representations or warranties. We reserve the right to restrict us of the Services in any jurisdiction.

**SOXPOTOS LLC DBA
FANTASYPHOTOAUCTIONS**

X _____

Name: _____

Title: _____

Date: _____

SELLER

X _____

Name: _____

Title: _____

Date: _____

Email: _____

APPENDIX A

Listing Details

Collectible: _____

Listing Type (select one): _____ Flat Purchase _____ Auction

Purchase Price or Minimum Starting Bid: _____

Start Date and Time: _____

End Date and Time: _____

Listing Fee: _____

Additional Fees (if any): _____

Payment Information:

 _____ Check addressed to _____

 _____ Direct deposit to _____

_____ Other: _____ Other

Information: _____

Initials

Soxphotos LLC dba FantasyPhotoAuctions: _____

Seller: _____