

Terms of Use

www.mopress.io

A. Acceptance

1. The terms and conditions (the "*Terms*") which follow, govern the relationship between *Monster Press Sdn Bhd* ("*MOpres*") and you, as a registered user ("*User*") of the www.mopress.io website (the "*Platform*").
2. When you access the Platform you acknowledge that you have read and understood, and that you agree to abide by these Terms, which may be amended at any time. If you do not agree with these terms and conditions, as amended, you may not use the Platform or any of the services offered by or through *Monster Press Sdn Bhd* or this Platform, as described in these Terms, including without limitation the services enumerated in paragraphs 1.1 and 1.3 of Section C below (the "*Services*").
3. *MOpres* reserves the right to amend these terms at any time, such amendments to take effect immediately following publication on the Platform. Your continued use of the Platform or the Services constitutes your acknowledgment that you have read, understood and agreed to abide by the amended terms.

B. Mopress User

1. To use the Services, you must be a User and eighteen (18) years and older. To become a User, you must successfully complete the registration process established by *MOpres*.
2. Each User will select a username and password in order to use the Services and to access specific portions of the Platform. For the purposes of these Terms, your password forms part of *MOpres's* Confidential Information, and must be treated as such in accordance with Section G of these Terms. You may not disclose your password to any other party, or permit any other party to access the Platform or the Services using your password in conjunction with your username.

C. Content General Terms

1. *MOpres* permits User to make specific written works or other digital content (the "*Works*") available for licence or sale (the "*Creator*") to one or more Users (the "*Buyer*"), subject to any specific conditions established hereunder. You acknowledge and agree that:
2. *MOpres* provides hosting to Creator for the distribution of Works, e-commerce facilities for the sale and licensing by that Creator as Creator of those Works, and access to Chat Board for private and public discussion between Creator and Buyer .

3. MOPress does not own any of the Works of a Creator found on the Platform. All right, title and interest in and to a specific Work, including without limitation all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights", "artist's rights", "droit moral" or the like, will at all times remain vested in that Creator, subject only to the conditions upon which the Creator makes the Work available to a Buyer.
4. MOPress does not review either the Works made available from time to time, on the Platform or the messages posted by the Creator, publicly or privately, in any MOPress forum. Those messages and Works express the views and opinions only of the poster and, as such, MOPress is not and you will not hold MOPress responsible for any such content. Notwithstanding the foregoing, MOPress reserves the right to delete any content which in the opinion of MOPress is offensive or objectionable, which otherwise might subject MOPress to potential criminal or civil sanction, or which otherwise does not in the opinion of MOPress comply with the submission guidelines posted at <http://www.mopress.io> and amended from time to time.

Message Forums

The right of a User (either as Creator or Buyer) to use and to participate in any message or discussion forum operated by MOPress (the "*Chat Board*") is subject to the following rules:

The User, and not MOPress, will be responsible and liable for all content posted on and activities conducted through the Chat Board. MOPress does not verify, endorse or otherwise vouch for any content made available on the Chat Board.

The User will not harass, threaten, or cause distress or discomfort upon another User or Chat Board participant, user or other individual entity.

The User will not, in posting content to the Chat Board, use blatant expressions of bigotry, racism, hatred or profanity.

The User will not directly or indirectly use the Chat Board to transmit or to facilitate the transmission of any data, software, files, links or other materials that MOPress, in its sole discretion, considers to be a breach of the intellectual property rights of a third party or which MOPress, in its sole discretion, otherwise considers to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, racially, ethnically, or generally objectionable.

The User will not undertake any activity that disrupts the ability of other Users or other individual entities to use the Chat Board.

The User will not impersonate in the Chat Board any other person, including without limitation MOPress User or staff.

The User will not post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation that are determined by Mopress to be inappropriate.

The User will not post or transmit any personal contact information or information so as to permit contact with another participant outside of the MOPress system.

Users who violate the foregoing rules may have their right to access to the Platform revoked for "cause", in accordance with these terms.

- Users acknowledge and agree that they may be held responsible, at law, liable for any content posted on the Chat Board. The User agrees to indemnify and hold Mopress from and against any loss, liability, claim, damage and expenses (including reasonable attorneys' fees) arising from or in connection with the use by that User of the Chat Board.
- By submitting a Work to the Chat Board, the Creator hereby grants to MOpres a royalty-free perpetual, irrevocable, exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content.

D. Creator Terms

1. A "**Creator**" is any User who makes specific Works available on the Platform for use or purchase.
2. At the time a Work is uploaded to the Platform, the Creator represents and warrants to MOpres and further covenants that:
 1. the Creator is the owner or otherwise the duly authorized licensee of all right, title and interest in and to the Works;
 2. neither the Works nor any web site or other promotional or marketing material of the Creator will contain any content which in the opinion of MOpres is or may be construed as being defamatory, obscene, pornographic, misleading, deceptive, fraudulent or otherwise inappropriate, or otherwise contravene Communications and Multimedia Act 1998 or other similar legislation applicable either to the Creator or to MOpres;
 3. none of the Works nor any web site of the Creator will violate any applicable law or regulation or otherwise contain any viruses, Trojan horses, malware, spyware, adware or other disruptive software, or any software code which is designed to disrupt, damage, or perform unauthorized actions on a computer system, or which transmits data from a user's computer without notice to and the express prior consent of the user;
 4. the Creator will use best efforts to ensure that MOpres has at all times current, valid contact information, including without limitation current names, electronic mail addresses and telephone numbers;
 5. the Creator will use best efforts to ensure that Buyer of the Works will receive prompt, adequate replies;
 6. the Creator will not make any warranty or representation on behalf of MOpres, or otherwise represent to any person that the Creator (and those for whom the Creator is in law responsible) is an agent of MOpres.
3. **Licence to MOpres** - The Creator (*only those who are ranked Platinum and Diamond on the MOpres's Ranking Structure only*) grants to MOpres a **limited** exclusive right **confined** to package, sell, buy, and distribute the Works on

behalf of the Creator and to use and to reproduce the Creator's marks and trade-marks, as MOPress considers reasonably necessary, in the sale or licence of Works on behalf of the Creator. The Creator further authorizes MOPress, its employees, agents and affiliates to store, resize, copy, distribute, transmit, display, reproduce, transfer, access the Works for any purpose that MOPress considers necessary, in its sole discretion. Finally, the Creator authorizes MOPress to use the Works as necessary, in the opinion of MOPress, for the promotion of the Platform and the Services. Notwithstanding the foregoing, MOPress acknowledges and agrees that it has no right, title or interest in or to the Works save and except as are expressly granted in these Terms.

4. **Buyer's right-** Works hosted on the Platform must be made available for sale to any User ("**Buyer**") subject to one of the following rights:

Use License - FREE & PERFORMANCE

Buyers may acquire a Work of a Creator with a revocable, royalty-free, non-transferable, non-exclusive and non-assignable license to publish (with right to modify). For avoidance of doubt, the copyright remain vested in full in the Creator.

Unique Licence - MISSION

A Buyer may post a specific content task at a pre-fixed price ("**Mission**") and it is up to any Creator to take up the Mission subject to the special requirements. Upon completion of the Mission, the Buyer will acquire the Work created according to the Mission at the pre-fixed price with an irrevocable, royalty-free, exclusive, transferable, and assignable license to use and to modify the Work. For avoidance of doubt, the copyright shall be vested in full in the Buyer.

Full Rights Licence - PREMIUM

Buyers may acquire, for a price fixed by the Creator, an irrevocable, royalty-free, exclusive, transferable, and assignable license to use and to modify the Works. For avoidance of doubt, the copyright shall be transferred from the Creator to the Buyer full upon completion of the payments and other applicable terms, as the case may be.

E. Sale and Licensing

1. **Sales** - Subject to these Terms, MOPress will permit the Creator to use the MOPress to sell licenses to use the Works (each sale, a "**Transaction**") to a Buyer using the MOPress's Marketplace for:
 1. the collection of all demographic information from Buyer of a Creator necessary to complete a Transaction ("**Buyer Demographic Data**");
 2. the collection of payment due from Buyer with respect to a Transaction (the "**Transaction Fee**") plus applicable taxes;

3. processing of all payments received with respect to each Transaction; and
4. payment of all credit card and other transactional fees for each Transaction.

Notwithstanding the foregoing, the Creator agrees that MOpress has no obligation to promote or otherwise sell the Works.

2. **Vendor** - The Creator and MOpress agree that, with respect to each Transaction, the Creator is the seller of record. The Creator acknowledges and agrees that MOpress is neither party to nor responsible for the content or enforcement of any licence issued with respect to the Works.
3. **Transaction Fees** - The Creator will be solely responsible for establishing the commission payable by Buyer in each Transaction. MOpress will charge commission to every transactions to all creators. The commission rate will be stated in the platform.
4. **Third Party Claims** - In the event any claims are asserted by a third party in connection with the Works, MOpress will in addition to any other right arising under the Agreement, at law or in equity, have the right in its sole discretion to immediately terminate the promotion and distribution of the same, and to take such other actions as it deems to be reasonably necessary in order to comply with applicable law or to enable MOpress to avail itself of any exculpatory provisions of applicable law, including without limitation laws relating to the infringement of proprietary rights.
5. **Taxes** - In any jurisdiction where MOpress is liable to collect and remit to the local taxing authority any value added tax, goods and services tax, sales or use tax, or any similar taxes, MOpress will, from revenues received for each Transaction, remit such tax as may in the opinion of MOpress be required, from time to time. For that purpose, the Creator will provide to MOpress, upon request, such information as MOpress may consider reasonably necessary for the remittance of such taxes. MOpress will not be liable for any such taxes in any applicable jurisdiction where MOpress does not have a fixed establishment or is otherwise not subject to tax. In no event will MOpress be responsible for the payment of any tax based on the Creator's net income.
6. **Data** - MOpress will own all right, title and interest in the User Data subject to the Privacy Policy applicable from time to time.

F. Payment

1. **Payment Periods** - In this Section, "*Payment Period*" means each of the 12 monthly periods in any calendar year, commencing on 1st day of each month.
2. **Remittance** - Prior to the end of each Payment Period, MOpress will remit to the Creator, on account of the immediately preceding Payment Period less commission charges to the Creator based on the Creator's ranking as shown in the platform.

3. **Holdback** - The Creator acknowledges and agrees that MOPress may hold back a portion of any sum due and payable to the Creator if MOPress, acting reasonably, determines that such hold back is necessary to secure the payment and performance of all liabilities, obligations, and indebtedness that the Creator may incur under this Agreement or as the result of any breach of this Agreement. Without prejudice to any other right of MOPress arising under the Agreement or otherwise at law or in equity, the Creator acknowledges and agrees that MOPress may also refuse to make payments to the Creator as aforesaid, notwithstanding that such payments may then be due, if MOPress determines, in good faith, that the Creator has breached any applicable law or regulation or otherwise has breached a material term of this Agreement.

G. Representations, Warranties, Covenants

1. **Mutual** - Each party represents and warrants and covenants to the other that:
 1. it has full right, power and authority to enter into and fully perform its obligations under the Creator Agreement;
 2. to the best of its knowledge, any products, materials, or information provided in order to perform or otherwise created in the performance of its obligations hereunder will not infringe or otherwise violate the rights, including intellectual property rights of any other person or entity; and
 3. it will substantially comply with all material laws and regulations (including without limitation legislation with respect to privacy and all export control laws and regulations applicable to that party) applicable to the activities of that party in connection with this Agreement.
2. **Creator** - The Creator represents and warrants to MOPress and further covenants that:
 1. If an individual, the Creator is at least eighteen (18) years of age;
 2. the Creator is the owner or otherwise the duly authorized licensee of all right, title and interest in and to the Works, including the right to grant to MOPress the non-exclusive right to market, distribute, and sell the Works;
 3. neither the Works nor any web site or other promotional or marketing material of the Creator will contain any content which in the opinion of MOPress is or may be construed as being defamatory, obscene, pornographic, misleading, deceptive, fraudulent or otherwise inappropriate, or otherwise contravene Communications and Multimedia Act 1998 or other similar legislation applicable either to the Creator or to MOPress;
 4. the Creator will at all times advise MOPress of specific restrictions and changes in restrictions, howsoever caused, with respect to the sale or export of the Works arising under all applicable export control laws and regulations;
 5. none of the Works nor any web site of the Creator will violate any applicable law or regulation or otherwise contain any viruses, Trojan horses, malware, spyware, adware or other disruptive software, or any

software code which is designed to disrupt, damage, or perform unauthorized actions on a computer system, or which transmits data from a user's computer without notice to and the express prior consent of the user;

6. the Creator will use best efforts to ensure that MOpres has at all times current, valid contact information, including without limitation current names, electronic mail addresses and telephone numbers for all corporate, technical support and customer support matters;
7. the Creator will use best efforts to ensure that purchasers of the Works will receive prompt, adequate replies to all technical and support queries directed to the Creator;
8. the Creator will not make any warranty or representation on behalf of MOpres, or otherwise represent to any person that the Creator (and those for whom the Creator is in law responsible) is or are MOpres agents.
9. In the event, the Creator acknowledges and agrees that MOpres may also refuse to make commission, or any payments to the Creator as aforesaid, notwithstanding that such payments may then be due, if the Creator has breached any applicable law or regulation or otherwise has breached a material term of this Agreement. And if the such commission or payments have been paid to the Creator, MOpres is entitled to recover such commission or payment from the Creator.

3. **MOpres Disclaimer** - EXCEPT AS EXPRESSLY SET OUT IN SECTION G, PARAGRAPHS 1 AND 2 OF THE CREATOR TERMS, **MOpres** DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO ANY MATTER HEREUNDER, INCLUDING WITHOUT LIMITATION ANY SERVICES PROVIDED, WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SATISFACTORY QUALITY, AUTHORABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY PROMISE OF ANY LEVEL OF SUCCESS WITH RESPECT TO ANY PROJECT, IN PART OR WHOLE.) **MOpres** DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE USE AND PUBLICATION AND TRANSMISSION OF CONTENT, WHETHER IN AN ACTION BASED IN CONTRACT OR IN TORT, EVEN IF **MOpres** HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

H.Termination

1. **Termination by MOpres** - MOpres may terminate the right of a User at any time on Notice of five (5) business days, or at any time, without Notice, in the event of:

1. the breach by the User, of these terms;
 2. the violation by the User or anyone for whom the User is in law responsible of the intellectual property rights of either MOPress or any third party;
 3. the violation of any policy (including without limitation a privacy policy) enacted by MOPress , from time to time;
 4. the violation by the User of any local, provincial, state or federal statute, including, without limitation, an act of dishonesty such as embezzlement or theft;
 5. conduct on the part of the User that is detrimental to the business or the financial position of the MOPress , as determined in the sole discretion of the MOPress ;
 6. conduct on the part of the User or anyone for whom the User is in law responsible which is of such a serious and substantial nature that, as determined in the sole discretion of MOPress , it would injure the reputation of MOPress or of the customers, clients, affiliates, agents, or employees of MOPress; or
 7. conduct on the part of the User that seeks to circumvent the MOPress system by exchanging personal contact information.
2. **Termination by the User-** A User may voluntarily cease to be a User at any time on Notice to MOPress of not less than five (5) business days.
 3. **Payment** - Notwithstanding termination of his or her rights to access to the Platform as a User for any reason, the User will remain liable to pay to MOPress any sum due and owing hereunder, and for that purpose covenants and agreement that the obligations arising under Section C of these Terms will survive termination for any reason.

I. Indemnification

1. **Mutual Indemnity** - Subject to any limitations expressed herein, the User covenants and agrees to indemnify and save MOPress and any officer, director, employee, parent company, subsidiary or affiliated company harmless from and against any and all claims, actions, proceedings, suits, losses, costs, expenses, or damages (collectively, the "*Claims*") suffered or incurred by or arising from any breach by the indemnifying party of any of the its representations, warranties, covenants or obligations arising hereunder.
2. **Limitation of Liability** - The liability of MOPress for any breach of the User Agreement is limited to the greater of the amount of money invoiced by MOPress and actually paid by the User and Ringgit Malaysia Five Hundred (RM500.00). In no circumstance will MOPress be liable to the User for any consequential, indirect, special, punitive or incidental damages or lost profits, of the User or the User's clients, successors or assigns (including without limitation claims for loss of goodwill, use of or reliance on the services provided hereunder, stoppage of other work or impairment of other assets) arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. Without

limiting the foregoing, MOPress will not be liable for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, actions or inaction of the User or third parties, User's equipment or software and/or any third party equipment or any other condition affecting production or delivery in any manner beyond the control of MOPress .

3. **Limitation Period** - In no event will a User commence any action, suit or proceeding against MOPress for any Claim more than twelve (12) months following the date upon which the User became or should reasonably have become aware of the existence of said Claim.

J.Modification

1. **Amendment** - Each User acknowledges and agrees that notwithstanding any contrary provision, MOPress may modify these terms and conditions at any time (the "*Modifications*").
2. **Notice** - MOPress acknowledges and agrees that it will:
 1. publish any such Modifications on the Mopress web site together with a statement as to the date upon which such Modifications are to come into force and effect (the "*Effective Date*"); and
 2. provide Users with Notice of both the Modifications and Effective Date, at least five (5) business days in advance of the Effective Date.
3. **Deemed Acceptance** - In the event that a User fails to terminate this User Agreement in accordance with Section H, Paragraph 2, prior to the Effective Date applicable to a specific set of Modifications, the User will be deemed to have read, acknowledged and agreed to the same. The User will thereafter be bound by the Modifications, which for all purposes will form part of these terms.

K.Miscellaneous

1. **Jurisdiction** - These terms will be interpreted, construed and enforced in all respects in accordance with the laws of Malaysia, excluding any rules applicable to the conflict of laws. The User agrees and attorns to the exclusive jurisdiction of the court of Malaysia with respect to any dispute arising as a direct or indirect consequence of these terms or any right or obligation of either party arising under these terms.
2. **Interpretation** - Section and paragraph headings used in these Terms are for the convenience of the parties only, and will not for any purpose be used in the interpretation or construction of any term or condition hereof.
3. **Assignment** - The User may not assign its rights and obligations under these Terms.
4. **Waiver** - No term or condition herein will be deemed waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by both parties.

5. **Non-Partner** - While MOPress and the User intend by these terms to establish a contractual relationship, it is not the intention of either party to undertake a joint venture or to make MOPress in any sense an agent, employee, or partner of the User. The parties expressly agree that they are independent contractors. These terms do not in any way create a partnership between MOPress and the User, whether at common law or in accordance with any applicable statute, nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.
6. **Severance** - In the event that any term, covenant or condition of these Terms is declared indefinite, invalid, illegal or unenforceable by a court having jurisdiction, this User Agreement with respect to the remaining terms, covenants or conditions will continue in force.
7. **Notice** - Any notice or other communication ("*Notice*") permitted or required will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party as provided by the sending party, from time to time. Any such Notice will be deemed to have been received on the date on which it was transmitted by facsimile, sent by electronic mail or personally delivered.
8. **Use of Content Credit System** - Use of www.mopress.io requires that the Buyer preloads funds to his or her account and that the preloaded value (*Content Credits*) must be sufficient to cover the cost of any Purchase placed. Rights to use Works are paid for using Content Credits and the Buyer's balance will be reduced by the amount of Content Credits necessary to complete each order. Content Credits and funds deposited to Constant Content are non-refundable. Buyer will receive credit in the form of Content Credits for any Work returned (in the manner provided in these terms). Content Credits will expire 12 calendar months from the date of last purchase.