

Atomm Premium Creator Terms

These Atomm Premium Creator Terms (the “Agreement”), is by and between ONE LINK SELLING INC., a Delaware company with its registered office located at 8 THE GREEN STE A DOVER, DE 19901 (the “**Company**”) and you (the “**Creator**”). By accessing and browsing the Company Site, the you fully and unreservedly agrees to the following stipulations.

WHEREAS, Creator solely and exclusively owns or controls the rights in certain designs files, which are uploaded and published by the Creator from time to time (the “**Designs**”) and wishes to grant to Company and users a license under those rights.

WHEREAS, Company or its affiliate operates an online visual communications platform [Atomm](#) (the “**Company Site**”), which allows its white list users to display, distribute and license their templates or any other original designs to the other users.

WHEREAS, Creator wishes to obtain a Creator Account on the Company Site to upload its Designs to expand its license business and Company wishes to involve high valued Creator to promote the development of the Company Site.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License and Account.

1.1 Grant of Rights.

1.1.1 Creator hereby grants to Company and its affiliates, and each of their respective, permitted sublicensees, successors, and assigns (Company’s affiliates, sublicensees, successors, and assigns are collectively referred to as “Related Companies”) during the Term of this Agreement, an irrevocable, non-exclusive, freely transferable, freely sublicensable and worldwide right and license to use an unlimited number of copies of the Designs in any and all formats and media, whether now or hereafter known or devised, by any and all technologies and means of delivery, whether now or hereafter known or devised.

For all the Designs, Creator grants Company and Related Companies the right to copy, use, reproduce, distribute, redistribute, publish, republish, upload, post, transmit, broadcast, crop, package, repackage, publicly perform or display the Designs to prospective licensees in any and all media now in existence or that may in the future be introduced: (i) through the Company Site; (ii) through other venues owned or operated by Company or Related Companies from time to time, and (iii) through distribution partners;

1.1.2 Once one user of the Company Site under its account have valid access and

download the Designs via the Company Site, whether free or paid, Creator will form a licensor and licensee relationship with the user. And in this case, for all the Designs, Creator grants the user an irrevocable, non-exclusive, non-transferable, non-sublicensable, worldwide copyright license to use unlimited copies of the Designs for personal and commercial use. The users may access, download, use, produce, reproduce, and print the Designs on objects for sharing, selling, renting, promoting, advertising, commercializing, marketing, distributing, transferring the finished objects. For avoidance of doubt, Creator's grant of license does not include user's rights to modify the integrity of the Designs without Creator's prior permission, or to resell or redistribute the Designs or derivative works of the Designs in any form as a stand-alone file (meaning just the design file itself, separate from the object or end use).

1.2 Waiver of Moral Rights. Creator hereby knowingly, voluntarily, and irrevocably waives, or has obtained the knowing, voluntary, and irrevocable written waiver by all creators of the Designs of all rights of attribution and integrity and any other rights in or to the Designs arising under Section 106A of the Copyright Act, 17 U.S.C. § 106A, or under any other applicable law of the United States or any state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature (collectively, "Moral Rights"). To the extent this waiver is not permitted by applicable law, Creator hereby agrees or has obtained written agreements binding all holders of such Moral Rights not to enforce such Moral Rights against Company or users or any individuals or entities acting on behalf of licensee or permitted to receive copies of the Designs under this Agreement.

1.3 Account. A Creator account will be automatically created upon the Creator's registration and agreement to the terms and policies on the Company Site.

2. Creator Obligations.

2.1 Creator shall follow Company's Quality Guidelines and Review Quality Guidelines (together, "Guidelines"), as updated from time to time. Company can make changes to the Guidelines without advance notice if it considers that the changes are likely to benefit or have a neutral impact on Creator. Company will provide reasonable advance notice of any change to the Guidelines that, in its sole discretion, materially adversely affects Creator's rights. In this case, notice will be sent via email or Message to Creator.

2.2 Creator shall upload to the Company Site, original documents of the Designs in the format(s) of XCS, PDF, PNG, MP4 or other formats acceptable by Company with the machine parameters corresponding to the Designs(the machine parameters only for xTool machine owner). Creator shall deliver its Designs with source files, clear and comprehensive assembly process steps, tutorials, notes, diagrams, and finished product covers.

2.3 prior to delivery of the Designs, Creator shall obtain from all persons who are, or whose trademark or other property is, identified, depicted, or otherwise referred to in any such Designs, such written and signed licenses, permissions, waivers, and consents (each, individually, a "Permission"), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for licensee to exercise

its rights in the Designs, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person. Upon Company's request, Creator shall provide Company with a copy of each such fully-executed Permission.

2.4 Creator shall maintain digital/electronic files, or other tangible embodiments of the Designs throughout the Term of this Agreement and for 1 year thereafter.

2.5 Creator shall upload the Designs and relevant documents for Company's approval and pricing instruction. In the event of technical difficulties or other obstacles, Creator hereby authorizes Company to upload the Designs and relevant documents on Creator's behalf, so long as Creator has provided account number and password to Company in advance.

2.6 Creator is responsible for ensuring that the provided Designs are 100% suitable for successful assembly. Creator shall modify and adapt Designs until any malfunction is fixed, and re-upload the fixed original source file.

2.7 Creator shall price its Designs according to Company's instruction, provided that such price will be based on the market price of similar Designs with 30% fluctuation as a reference.

2.8 Upon Company's request, Creator shall provide copyright registration proof or links, if not, provide timestamps of creating Designs for alternative. In case of copyright claims, Creator shall provide evidence of resolving copyright disputes, and shall seek legal assistance at its own costs. If the Designs is involved in infringement dispute, Company may take down the Designs from the Company Site without notice.

3. Ownership.

3.1 Creator owns and retain all rights, title, and interest in and to the Designs, subject to the license hereunder.

4. Use of Creator's Name, Likeness, and Information.

4.1 Creator grants to Company the perpetual, worldwide right to use Creator's name, image, likeness, and biographical and professional information (including information Creator provides to licensee and any other information about Creator that is publicly available) in any and all media and by any and all technologies and means of delivery now or hereafter known or devised in connection with the Designs and any adaptations, including to advertise and promote the same or any good or service that features or includes Designs, in whole or in part, as provided by Creator unmodified or as adapted, without further consent from, or any payment or other compensation to, Creator.

5. Payment.

5.1 Rewards

Subject to clause and in full consideration of the rights and license granted hereunder, Company will pay Creator Rewards for each unique, de-duplicated license issued for

Designs.

The Company will compensate the Creator with **80%** of the net revenue generated from each Design license. For clarity, "net revenue" refers to the net profit after tax for each Design. The Creator acknowledges and agrees that any remaining percentage of the license revenue will be retained by the Company as its service fee for providing support and services related to the Company Site.

Company may modify the revenue sharing model and/or the payment schedule at its sole discretion. If Company intends to make modifications in a way it reasonably considers is likely to materially adversely affect a majority of Creators, then Company will provide affected Creator with reasonable advance notice before doing so. Creator can terminate this agreement with 30 days prior written notice and/or close down Creator Account if Creator do not agree with Company's modification. If Company does modify the revenue sharing model, Rewards earned before the effective change will be credited based on the model in effect at the time such Rewards were earned.

The Company reserves the right to modify the revenue sharing model and/or payment schedule at its sole discretion. If the Company intends to implement changes that it reasonably anticipates will have a material adverse effect on the majority of Creators, Creators will be provided with reasonable prior notice before the changes are enacted. Creators may terminate this Agreement with thirty (30) days' prior written notice or may logout their Creator Account if You do not agree with the proposed changes. Any changes to the revenue sharing model will not affect Rewards earned prior to the effective date of the modification; such Rewards will be credited based on the model in effect at the time earned.

5.2 Payment

Company may provide a dashboard reflecting your estimated Rewards in U.S dollars. Following processing of fees, Rewards, and the applicable tax, these Rewards will then become redeemable and paid if the payable amount is equal to or exceeds the minimum payment threshold of \$20.00 USD ("Minimum Payment Threshold") and you're in compliance with the Atomm terms and policies.

The time of payment receipt will depend on the payment service provider. If the transfer cannot be completed due to issues relating to your payment method, Company will contact you to rectify the account information and retry the transfer.

Should the Creator have any objections to any portion of the Rewards, the Creator must notify the Company of such dispute within three (3) days of the payment date. Failure to provide such notice shall be deemed as the Creator's acceptance of the Rewards.

Creator voluntarily closing its account may request payment of all outstanding Rewards. If the account is terminated for a breach of this Agreement by Creator, Company may determine, acting reasonably, that, any Rewards and/or other compensation otherwise payable to Creator under this Agreement will be forfeited from Creator.

5.3 Refunds

If Creator is credited with a license sale of any Designs and Company thereafter issues a refund to the user of such sale, Company will have the right to deduct Rewards credited to Creator and/or allocated to such refunded license.

If Company makes an overpayment of Rewards or other compensation to Creator for any reason, Company shall have the right to deduct the amount of such overpayment from Creator's accrued amount or to demand the immediate repayment of such overpaid Rewards or other compensation.

5.4 Withholding taxes and fees

Company's payments are exclusive of all applicable taxes and fees (including bank fees, service fees, etc.). To the extent required by laws, Company will withhold and remit all applicable taxes, and Creator is responsible for completing and submitting tax-related documentation (if any) as instructed by Company in order to process with payments. Creator acknowledges and agrees that taxes and fees may be deducted from the Rewards to be paid by Company.

5.5 Forfeiture of Rewards

Any balance related to your Rewards will be forfeited by the Creator after five years. The Company will take reasonable steps to inform the Creator.

In the event that the account is terminated due to a violation of this agreement and/or Atommm terms or policies, all balance therein will be forfeited.

6. Attribution and Copyright Notice.

Provided Creator is not in breach of this Agreement, licensed users will be appreciated, but under no obligation, to provide Creator with the source attribution for each Image (including any applicable copyright or trademark notice) in connection with any publication of such Image in its entirety.

No casual or inadvertent failure of the Company, users, or any third party to accord such attribution will constitute a breach of this Agreement.

7. Representations and Warranties.

7.1 Mutual Representations and Warranties. Each party represents and warrants that it has the full right, power, and authority to enter into, perform, and grant the rights and licenses it grants and is required to grant under this Agreement.

7.2 Creator Representations and Warranties. By providing the Designs to Company, the Creator hereby represents and warrants that:

- (a) The Designs are the Creator's sole and original creation;
- (b) Creator has not and will not enter into any license or contractual or other obligation that could conflict or interfere with Company and user's receipt or exercise of its rights or license hereunder;
- (c) Creator is the sole and exclusive legal and beneficial owner of the entire right, title,

and interest in and to the Designs, including all copyrights and other intellectual property rights therein;

(d) If the copyright Designs have been registered, the Creator is the record owner of the copyright registrations and applications for the Designs and all such issued registrations are valid, subsisting, and in full force and effect;

(e) Creator has obtained, in legally binding and irrevocable written instruments, all Permissions as are or reasonably may be expected to be necessary for Company and each of the other licensee parties to fully and lawfully exercise the licensee's rights and licenses under this Agreement, including all required Permissions of the representatives of any deceased individuals who are, or whose property is, identified, depicted or otherwise referred to in such Designs

(f) There is no settled, pending, or , threatened litigation, opposition, or other claim or proceeding challenging Creator's ownership of copyrights in or use of the Designs or the validity, enforceability, or registration of such copyrights or any other intellectual property rights in or to the Designs;

(g) Creator has not brought or threatened any claim against any third party alleging infringement of any of the Designs, nor is any third party infringing or threatening to infringe any copyrights or other rights in the Designs;

(h) Any caption, text, or other information Creator submits for or concerning the Designs is true, accurate, complete, and not misleading;

(i) Neither the Designs nor the medium on delivered to Company have any material defects in materials or workmanship or contain any virus, malware, or other harmful code or routine;

(j) the Designs do not, and use thereof as permitted hereunder will not, violate any law or regulation or infringe or otherwise violate any right of any third party, including, but not limited to, any copyright, trademark, patent, trade secret or other intellectual property right, any right against defamation, or any right of publicity or privacy.

8. Indemnification

Creator shall indemnify, defend, and hold harmless Company and Company's respective officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged material breach by Creator of its representations, warranties, covenants, or other obligations hereunder.

9. Term and Termination.

9.1 Term. This Agreement shall commence on the Effective Date and shall continue,

unless terminated earlier in accordance with this agreement, until either party gives to the other party at least 30 days' prior written notice. Creator may delete the Designs upon termination or expiration.

9.2 Termination.

(a) Company may terminate this Agreement, in part or whole, at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing 7-day prior written notice to Creator.

(b) Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 3 days after receiving written notice thereof.

9.3 Effect of Termination. Upon termination of this Agreement:

(a) Company shall, within 1 months after such termination ("Wind-Down Period"), terminate the Creator Account and erased all digital copies of the Designs in its control and possession and destroy any print or other tangible copies of the Designs; provided, however, that: (i) Company may retain one archived copy of each of the Designs solely for purposes of responding to claims or inquiries relating to the Designs, and (ii) during the Wind-Down Period, Company may continue to commercially exploit the Designs in accordance with the terms and conditions of its license hereunder;

and

(b) All licenses that have been granted to the users prior to the end of Wind-Down Period shall remain in full force and effect.

10. Miscellaneous.

10.1 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

10.2 Assignment. This Agreement is personal to Creator. Creator may not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 10.2 is void. Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.3 Amendment and Modification; Waiver. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and

whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, [the parties shall negotiate in good faith to/the court may modify this Agreement to effect the original intent of the parties as closely as possible in order to ensure that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

10.5 Governing Law; Submission to Jurisdiction. This Agreement and all matters arising out of or relating to this Agreement, including tort, statutory, and contract claims, are governed by, and construed in accordance with, the laws of California, without giving effect to the conflict of laws provisions thereof. Any legal suit, action, or proceeding arising out of or relating to this Agreement may be instituted in the federal courts of the United States of America, and each party irrevocably submits to the jurisdiction of such courts in any such legal suit, action, or proceeding.

10.6 Entire Agreement. This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter.

10.7 Electronic Delivery. The Company may, in its sole discretion, decide to deliver this Agreement and/or any related documents, notice, communications (collectively the “**Documents**”) by email or any other electronic means. Creator hereby consent to (i) conduct business electronically (ii) receive such Documents by such electronic delivery and (iii) sign Documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.