

This Pathfinder Infinite 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 Roll20, LLC ("Roll20") the parent company of website marketplaces including DriveThruRPG.

This Agreement covers your participation in and use of Pathfinder Infinite and the Roll20 websites that administer it, (the "Program").

### 1. Acceptance

You accept this Agreement by clicking "I Agree" to set up and submit a new title created by you based on or incorporating the Publisher IP or Program IP (the "Work") to Roll20.

### 2. Intellectual Property Definitions

(a) Paizo, Inc ("the Publisher") has granted Roll20 the right to use elements of the Pathfinder and

Starfinder intellectual properties ("Publisher IP") and sublicense certain limited rights to such Publisher IP to you under the terms of this Agreement. Publisher IP available to you to use in your Work is described on the Pathfinder Infinite website and may be amended at any time and for any reason whatsoever without liability to you. Any Work published in the Program prior to the removal of Publisher IP from being available in the Program will not automatically require the removal or amendment of that Work. Amendments and removal of Works may still be required under the terms of this Agreement.

(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 original or derivative copyrightable elements included in your Work, such as proper nouns (characters, deities, locations, etc., as well as all adjectives, names, titles, and descriptive terms derived from proper nouns), characters, dialogue, locations, organizations, plots, and storylines. User Generated Content shall not include the illustrations, photographs, or cartographic artwork included in your Work, nor will it include any Open Game Content (as defined in the Open Game License) that you include in your Work. Per the terms of this Agreement, you expressly agree that your User Generated Content, once submitted to the Program will become Program IP and useable by other members of the Program as well as by the Publisher as described in this Agreement.

### 3. Account Information; Account Suspension.

(a) Account Information. You must have an active user account 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 provided it, and you must keep it up to date as long as you use the Program. You will not use false identities (except where the site specifically permits you to enter a public-facing author pseudonym) 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 Publisher's 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 Roll20 of any unauthorized use of your username, password, or account. Roll20 may be notified using the Contact Us link at the bottom of the homepage of any Roll20 marketplace website.

(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 Roll20 websites. If we suspend your account, you must stop using your Roll20 account and you will not create any new accounts.

#### 4. Rights Granted to You.

(a) Subject to your compliance with the terms of this Agreement, Roll20 grants you the limited, nonexclusive, nontransferable, personal, worldwide, and revocable right to use and otherwise incorporate Publisher IP and Program 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 Roll20 websites or through other platforms or channels authorized or offered by the Publisher.

#### 5. Rights You Grant to Roll20 and The Publisher

(a) No Reversion. Due to our licensing arrangement with the Publisher and the collaborative nature of the Program, you are granting us broad licenses in your Work and your User Generated Content included 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 Roll20 websites to stop further public sale of your Work on Roll20 marketplaces (though customers who already purchased digital download copies will continue to have access to the purchased Work), but not to stop the sale or use of works of other authors in the Program, or to limit Publisher's rights in the Work, even when such works use your User Generated Content that you originally created in your Work and thereby became part of the Program IP for other authors to use.

(b) License to your Work. Effective as of the date you setup your Work through the Program on Roll20's website, you grant Roll20 and the Publisher the irrevocable, royalty-free license throughout the world for the full term of copyright protection available (including renewals), to develop, license, reproduce, print, publish, distribute, translate, display, publicly perform and transmit your Work, in whole and in part, in each country in the world, in all languages and formats, and by all means now known or later developed, and the right to prepare derivative works of your Work (the "Publisher Derivatives"). Publisher shall own all right, title, and interest in and to the Publisher Derivatives.

(c) License to all User Generated Content in your Work. Effective as of the date we first make your

Work available through the Program, you grant us the irrevocable license for the full term of copyright protection available (including renewals), to all User Generated Content included in your Work. You agree that the User Generated Content is available for unrestricted use by us without any additional compensation, notification, or attribution, including that we may allow other Program authors, The Publisher, and other third parties to use the User Generated Content.

#### 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 Roll20, The Publisher, or its affiliates, licensees and sublicensees, and/or any other Program authors, including copyright infringement. 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

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## 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. Print Margin is the amount paid less the print cost to physically manufacture the book as listed on Roll20 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, chargebacks, or fraud.
- (d) Royalties are computed in US dollars.
- (e) Royalties are paid via PayPal. You shall have access on Roll20 websites to a webpage that allows you to withdraw accumulated royalties to your PayPal account. Roll20 may deduct a fee of \$1 or PayPal's prevailing fee for its MassPay service from each payment to you.
- (f) Roll20 or the Publisher 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. Roll20 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 30 days after the sale.

## 8. 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 all rights in your Work or otherwise have full right and license to make use of all content in your Work. Entering into this Agreement shall not conflict or interfere with the rights of any third parties.
- (d) Your Work does not contain material that is libelous; that violates the copyrights or trademarks of another party; or that violates the law.
- (e) Your Work does not contain material that the general public would classify as adult content, such as pornography or extreme violence.
- (f) You have secured any image release rights from any models that may appear in any illustrations or photography in your Work. You will indemnify and hold Roll20 and The Publisher harmless from any liability or cause of action arising from any breach of your representations and warranties including all reasonable attorneys' fees and costs.
- (g) If your work contains Open Game Content, then your work contains a copy of the Open Game License which correctly designates Publisher IP and your User Generated Content as "Product Identity" (as defined in that License).
- (h) Your work contains a legal declaration in the following form in a clearly visible place such as the title page:

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#### 9. 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.

#### 10. Disclaimers; Limitation of Liability.

THE PROGRAM IS PROVIDED "AS IS." Roll20 AND THE PUBLISHER 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 Roll20'S (OR THE PUBLISHER'S) LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF (I) THE AMOUNT OF FEES DUE AND PAYABLE BY Roll20 TO YOU UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM AND (II) FIFTY DOLLARS (\$50.00). Roll20 SPECIFICALLY DISCLAIMS, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF Roll20 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 Roll20 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. Roll20 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. Roll20 CANNOT GUARANTEE THAT ITS SYSTEMS WILL ALWAYS BE AVAILABLE, AND Roll20 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.

#### 11. Execution of Further Agreements and Documents.

Protection of rights sometimes requires formal filings of paper documents and it may be helpful for Roll20 to have physical signed versions of this Agreement or other documents. You agree to sign and deliver to Roll20 any further documents that it may reasonably request to confirm your grant of rights to Roll20 (and to the Publisher) under this Agreement, following all instructions Roll20 provides for signature and return ("Additional Documents"). If you do not complete and return any such Additional Documents within 30 days after Roll20 requests them, you agree that Roll20 can sign the Additional Documents on your behalf and, to make your agreement legally enforceable, you hereby irrevocably appoint Roll20 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.

## 12. No Rescission or Injunctive Relief.

All rights granted to Roll20 and the Publisher under this Agreement are irrevocably vested. No breach by Roll20 or the Publisher 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. If the rights granted to Roll20 or the Publisher under this Agreement should revert to you under any copyright law or similar law, and if you are at any time thereafter prepared to enter an agreement with a third party for the license, exercise or other disposition of all or any of those rights, you will, before entering into the agreement, give Roll20 and the Publisher notice of the proposed terms (and all modifications of the terms) and the party involved. In each case, both Roll20 and The Publisher will then have 10 business days in which to elect to acquire the rights involved on the terms you offered to that third party.

## 13. 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 Georgia without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in DeKalb County, Georgia, 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:

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