



Fan Art and Fan Site Policy

Everyone at The Watermount Projects LLC (referred to in this document as “Watermount,” “The Watermount Projects,” “we,” “us,” or “our”) is extremely honored by the interest shown by our fans in our products, and we think it’s cool that you want to create artwork, websites, and other stuff based on our intellectual property. At the same time, we spend a lot of time, thought and money creating our intellectual property and need to protect it. So, in an effort to let you know what you can do with our copyrights, images, music, sounds, characters, brands, logos, trademarks, and other intellectual property (called the “Watermount Projects IP” in this document), we created this Fan Art and Fan Site Policy (called the “Policy” in this document) regarding the do’s and don’ts for: (i) your artwork, drawings, photographs, sketches, illustrations, and other intellectual property based on the Watermount Projects IP (called “Fan Art” in this document); and (ii) personal, non-commercial websites and mobile apps, created by you, that are freely accessible to the public and that are dedicated to promoting Watermount products (called “Fan Sites” in this document).

Please read this Policy carefully so that you are aware of your legal rights and obligations with respect to the Watermount Projects IP, Fan Art, and Fan Sites.

By creating Fan Art or Fan Sites, you signify your irrevocable acceptance of this Policy.

Section 1 – General Terms and Conditions

1.1 Please understand that The Watermount Projects LLC vigorously protects the Watermount Projects IP from damaging infringement. However, pursuant to the term of this Policy, Watermount grants all of its fans (and even those who don’t consider themselves fans) the revocable permission to create Fan Art and Fan Sites based on Watermount Projects IP. All Fan Art and Fan Sites must be tasteful (in Watermount’s sole discretion) and (this is critical) have no commercial (monetary) objective. As an exception to this policy, fans are permitted to monetize web videos (such as YouTube) with advertisements, so long as those videos otherwise meet the requirements of this policy. Also, Watermount, in its sole

discretion, can terminate and revoke your permission to create Fan Art and Fan Sites at any time, for any or no reason whatsoever.

1.2 Watermount granting you permission to create Fan Art and Fan Sites in no way alters or lessens Watermount's ownership of all rights, title and interest in and to the Watermount Projects IP. Your right to create Fan Art and Fan Sites is limited to the permission described in Section 1.1 above.

1.3 You will not represent that your Fan Art or Fan Site is endorsed or approved by The Watermount Projects LLC or that any content on your Fan Site, or that any Fan Art, is endorsed or approved by The Watermount Projects.

1.4 From your Fan Site, do not link to any website that promotes or exploits cheats or hacks to Watermount's electronic products (to include games, E-books, or any DRM protected material.)

1.5 Any graphics that you wish to display on your Fan Site should be copied to your server and linked the web page for the associated product (or The Watermount Project's home page). Watermount may update or move graphics from time to time, so please do not link directly to the graphic as it could leave you with a broken link or page.

1.6 The permissions that Watermount grants in this Policy do not extend to copying or utilizing Watermount's trade dress, which includes the overall appearance of a product or product line. No person who views your Fan Site or Fan Art should ever be led to believe that it is an official Watermount Projects production or confused about whether Watermount is officially associated with the material.

1.7 Please don't use any domain name that closely mimics our trademarks, Watermount's proprietary domains, or domains for Watermount's products. If you use a name that is confusingly similar we'll be forced to take action.

1.8 You may not use intellectual property of Watermount in any manner that Watermount considers to be derogatory to Watermount.

Section 2 – Disclaimer

2.1 Watermount requires that a disclaimer be used in conjunction with your use of Watermount Projects IP. The required disclaimer is provided below. You must display the disclaimer on each web page of your Fan Site and on any web page containing your Fan Art, as well as on the Fan Art itself.

“Portions of the materials used are ®, (tm),(mr), and/or (mc) The Watermount Projects LLC, and/or copyrighted works of The Watermount Projects LLC, in the United States of America and elsewhere. All rights reserved, The Watermount Projects LLC. This material is not official and is not endorsed by The Watermount Projects LLC.”

2.2 Your use of the disclaimer does not allow you to “borrow” or otherwise use any material that you want by posting some sort of “disclaimer”

regarding use of the material. Disclaiming that you “do not challenge the rights of an individual or company to the materials” has no legal effect and such disclaimers do not protect you and your unauthorized use of such materials.

2.3 If you use Watermount brands, logos or trademarks (called the “Marks” in this document”) in connection with your Fan Art or Fan Site, attribution must be given to The Watermount Projects as described in this Policy below.

- Marks must be used in connection with discussion of the products they represent.
- Marks must be used in a manner that will enhance and not damage the reputation of the Mark.
- Marks cannot be altered. Watermount’s Marks are brands and are spelled in a specific way with distinctive capitalization. Never make the Mark possessive, change the spelling, insert hyphens, reorganize where version numbers are placed, make one word into two, or make the trademark plural.
- Marks must always be accompanied by the proper symbols. It is unnecessary to mark each use of a trademark with the ™ or ® symbol. If you plan to use a trademark more than once, all you need to do is mark the first use of the mark and put the appropriate line in your credits box. However, each trademark you use should be emphasized with bold, italic or colored type every time you use it.

Section 3 – Disclaimer of Warranties

Watermount does not provide a warranty for any Watermount Projects IP. WATERMOUNT EXPRESSLY DISCLAIMS ALL WARRANTIES, CLAIMS OR REPRESENTATIONS OF ANY KIND OR NATURE WITH RESPECT TO THE WATERMOUNT PROJECTS IP, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR SHOULD THERE BE DEEMED ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

Section 4 – Limitation of Liability

Watermount is not liable for damages based on your use of Watermount Projects IP. YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO

EVENT SHALL WATERMOUNT BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR STRICT LIABILITY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR CREATION, DISPLAY, OR USE OF ANY FAN ART OR FAN SITE OR YOUR USE OF THE WATERMOUNT PROJECTS IP, IF ANY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree that in the event Watermount revokes or terminates your permission to create Fan Art or Fan Sites, you may not sue Watermount for any damages caused by this revocation or termination, including direct, indirect, consequential, incidental, or special damages of any kind, including, without limitation, lost profits, or your expenses related to you Fan Art or Fan Sites.

Section 5 - Mods

Modifications or "Mods" are not allowed to any E-book publication.

Section 6 – Please Use the Fan Art Submission Page

If you would like your fan art to be displayed please use the Fan Art Submission page.

Section 7 – Enforcement of Rights

The Watermount Projects carefully monitors the use of Watermount Projects IP. In the event you make unauthorized use of Watermount Projects IP, Watermount will direct you to immediately stop such unauthorized use. In the event you fail to stop unauthorized use or you at some later time resume unauthorized use, Watermount may take legal action against you. If legal action is required you will be required to pay for Watermount's attorney's fees and other costs of litigation.

Section 8 – No Relationship Between You and The Watermount Projects

YOUR PARTICIPATION IN CREATING FAN ART AND FAN SITES IS PURELY VOLUNTARY. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT RECEIVE ANY COMPENSATION OF ANY KIND FROM WATERMOUNT FOR YOUR FAN ART OR FAN SITE. NOTHING IN THIS POLICY WILL CREATE ANY CONTRACTOR, PARTNERSHIP, JOINT

Nick Wyckoff 2/25/14 10:11 PM

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VENTURE, FRANCHISE, EMPLOYMENT OR SIMILAR RELATIONSHIP BETWEEN YOU AND THE WATERMOUNT PROJECTS LLC. YOU ACKNOWLEDGE THAT YOU MAY STOP PROVIDING CONTENT FOR YOUR FAN SITE AND MAY STOP CREATING FAN ART AT ANY TIME THAT YOU DESIRE.

Section 9 - Miscellaneous Legal Issues

Watermount reserves all rights not expressly granted herein. Watermount may modify this Policy at any time by posting the revised Policy on one or more web sites and you are deemed to have knowledge of any such changes. The terms of this Policy shall be governed by the laws of the State of Michigan and any legal proceedings related to this Policy shall be based in the courts of Montcalm County, Michigan and you consent to such jurisdiction. If any provision of this Policy shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.