
TERMS & CONDITIONS

Our Service

BeArty offers reproductions of artworks to end-users and enables you to publish, promote and sell art; and receive the benefits of BeArty's facilitation of product fulfillment, including, but not limited to, third party product manufacturing, marketing, payment processing, third party delivery and customer service.

BeArty offers customers the possibility to purchase printed products within different product families such as Wall Art, Apparel, Tech, Home and Stationery. Products will be introduced on a regular basis and artists can adapt their artworks accordingly, and if they want such products to be sold.

The digital content on the Website may be information, text, data, graphic images, photographs, sound, video, music or any other material posted online. Any content that you upload in your account is described as your art. Once approved by BeArty, your art will be viewed on the Website by all visitors.

If a customer places an order, BeArty will arrange the printing through third party manufacturers and ship the physical product in the form specified.

Member of Artist Lounge

You become a registered member of the Website by setting up a password protected account. You will be required to select a user name and password when registering to become a member. You must become a member before placing any content on the Website.

In its sole discretion, BeArty may refuse any user's account and any content must be approved by BeArty before being viewable on the Website.

Uploading Content through Artist Lounge

You keep the copyright in any content you submit or upload to the Website. In order to receive the BeArty services you grant BeArty a non-exclusive royalty free license to use and archive content in accordance with this agreement,

When you submit or upload content on the Website you represent and warrant that: (i) you own all copyright to the content, or if you are not the owner, that you have permissions to use the content, and that you have all the rights required to display, reproduce and sell the content; (ii) the content that you upload will not infringe the intellectual property rights or other rights of any person or entity, including copyright, trademarks, patent, moral rights, rights of privacy or publicity; (iii) the content does not contain material that defames or vilifies any person, people, races, religion or religious group and is not obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;

Offering your art for sale on physical products

Any Member may offer their art for sale on a physical product on the Website by appointing BeArty to facilitate the transaction on the terms set out in the below Supply Agreement which will apply from the date on which you offer your first art for sale on a physical product on the Website.

The Supply Agreement governs the terms by which artists, photographers, video graphers or other artists provide artworks, photographic, video, and other media content to the BeArty art portal, on a non-exclusive basis through the web site located at <http://www.BeArty.com> (the "Site"), including, but not limited to, other country sites such as BeArty.co.uk, BeArty.eu, and to other prospective purchasers through other distribution venues as provided for in this Agreement. In the event of any inconsistency between this Agreement and any other agreements on the Site, the terms of this Agreement shall govern.

Artist Commission

On all products sold by the respective artist, BeArty will pay 20% of the Net Revenue to the Artist. Net Revenue is calculated as the Sales Price (RRP excluding VAT) minus the COGS (Cost of Goods Sold). COGS refer to the costs of printing the artworks, packaging and the fulfilment costs of preparing the shipment to end-users.

Artist's commission amounts are based on a percentage of net sales amounts and vary due to format, size of artwork and country of sale. The net sales amounts are calculated by taking the retail price, minus the cost to produce the art. As a guideline, the average production cost is 50% of the total retail price.

Shipping and handling charges and costs, are not considered as these are charged to our customers at our cost price and no profit is made. All marketing and promotional costs - are paid for by BeArty.

Example: If an artist sells art at retail price of 1000, the net sales amount (retail price minus cost to produce the art) for that sale is on average 510. Therefore, the artist's commission based on 20% of the net sales of 510 gives the artist a commission of 102.

Commission on sales is paid quarterly in UK sterling via PayPal only, you must have a PayPal account in order to receive your commission.

(To be added at a later date when Original are offered on the site)

Original artworks

For Original Artworks, in which there is only 1 available for sale of any particular artwork, the Artist decides the price in which it will be sold on the Website and BeArty will pay 50% of the Sales Price (since there are no COGS associated with such artworks). For Original Artworks, the Artist agrees to organize the shipment of such artworks within 3 days of the order being placed by the end-user.

By submitting your artworks to BeArty, and clicking the box below, you are accepting that you have agreed to be bound by the Terms and Conditions below.

Note: the below Agreement should be shown in a box with a scroller on the right so that artists can scroll down the full agreement if desired and a box should be shown at the bottom of the box with a box to accept the Terms and Conditions.

ARTIST SUPPLY AGREEMENT (NON-EXCLUSIVE)

1. Background of Agreement.

1.a. This is a legal agreement between any artist intending to upload artworks or materials onto the Site (in this agreement referred to as "you" or the "Supplier") and BeArty SA ("BeArty"), or BeArty Ltd, or other entity as the context requires. The Supplier wishes to appoint BeArty as its non-exclusive agent to license, sublicense and distribute Content (as defined below) produced by the Supplier on the terms and conditions set forth in this Agreement.

1.b. This Agreement remains in full force and effect until terminated in accordance with its terms. If at any time the terms and conditions of this Agreement are no longer acceptable to the Supplier, you must follow the termination procedures set forth below under "Term and Termination".

2. Provision of Content.

The parties acknowledge that the Supplier may, from time to time, provide artworks and other materials to BeArty using the Upload procedures of the Site or such other procedures as the parties may mutually agree (collectively, "Content"). BeArty, in its sole discretion, may determine which of such Content is suitable for posting on the Site or other means of direct or indirect distribution, and only such Content as it deems suitable will be considered "Approved Content" for the purposes of applicable provisions of this Agreement.

3. Grant of Authority.

3.a. The Supplier hereby appoints BeArty as Supplier's non-exclusive distributor to sell, license, or sub-license Content to third parties worldwide and to collect and remit funds in connection with those endeavors on the terms set forth in this Agreement. For all Content, Supplier grants BeArty;

3.b. The worldwide right to market and sub-license the right to copy, use, reproduce, distribute, redistribute, sub-license, publish, republish, upload, post, transmit, broadcast, crop, modify, alter, create derivative works of, package, repackage, produce and sell prints or similar image products or publicly perform or display Content to prospective customers in any and all media now in existence or that may in the future be introduced: (i) through the Site; or (ii) through other venues owned or operated by BeArty or its affiliates from time to time, and (iii) through Distribution Partners (defined in Section 3(c)) ; and

3.c. In addition to the foregoing grant, BeArty and its Distribution Partners may use any Approved Content for their own business purposes relating to the promotion of the Site, the Content and their distribution programs. No compensation shall be due to the Supplier for use of Approved Content for such promotional purposes.

3.d. Approved Content may be included in one or more current or future content collections ("Collections") made available for distribution by BeArty or third party distributors (each a "Distribution Partner"). BeArty will determine the Collection and may subsequently move and license Approved Content through a Collection on notice to you either through the Site or otherwise. For Content that moves into another Collection, the royalties paid to you shall be as set out in the Rate Schedule (defined below).

3.e. The Parties agree that all rights, including title and copyright, in and to Approved Content will be retained by the Supplier, and no title or copyright is transferred or granted in any way to BeArty or any third party except as provided in this Agreement, except for commissioned artworks which are produced specifically for BeArty based on a license agreement between BeArty and a Licensor. In such case, the Parties agree that all rights, including title and copyright, in and to the Approved Content will be transferred to BeArty.

4. Intellectual Property Matters.

4.a. The Supplier acknowledges that BeArty prohibits any Content or any other material that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right to be uploaded to the Site.

4.b. By uploading Content, you are warranting that you own all proprietary rights, including copyright, in and to the Content with full power to grant the rights contemplated in this Agreement. In addition, if Content contains images of people or persons, you represent and warrant that you have obtained as part of the Descriptive Information a valid and binding release from all required parties that will permit the uses for such Content contemplated in this Agreement and that you will keep the original release and provide a copy to BeArty if requested. You also warrant that where required by applicable law, you have also obtained a valid and binding release relating to any identifiable property contained in the Content that might sensibly lead to the identity of or be required by the owner of such property to permit the broad uses, including commercial use, of Approved Content by BeArty and its Distribution Partners' customers. If for any reason, rights are contested by a third party as an infringement or contravention of the intellectual or other property rights, such Content will immediately be taken off the Site until such rights are clarified.

4.c. The Supplier agrees that neither BeArty nor any of its directors, officers, employees, partners, affiliates or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use any Content or Description Information, or any error, omission or other matter relating to a model or property release respecting Content or Descriptive Information.

4.d. Using the name supplied by you, BeArty shall use commercially reasonable efforts to credit you as the source of Approved Content, but shall have no liability for lack of credit. You acknowledge and accept and therefore waive any right to object to the fact that it is common business practice for commercial uses that the creator of Content is not credited, that Content may be modified, used in connection with sensitive topics and may be used or modified in ways that may be controversial or unflattering.

5. Compensation

5.a. BeArty agrees to pay you royalties equal to a portion of the Net Revenue (Gross Revenue minus Cost of Goods Sold) collected in respect of Approved Content that is purchased by end-users according to the rate schedule set forth on Appendix A to this Agreement, as it may be modified from time to time (the "Rate Schedule"). The parties acknowledge that the Rate Schedule may differentiate among various types of Content, such as still images, artworks, and among the sites/Distribution Partners through which the Content is distributed or otherwise in accordance with its terms. The Rate Schedule is subject to change in the sole discretion of BeArty upon providing you 30 days notice by e-mail at the last address contained in your profile information and by posting such changes on the Site. If at any time the Rate Schedule is not acceptable to the Supplier, you may terminate this Agreement in accordance with its terms.

5.b. In response to a written request, BeArty will endeavor to make payment of royalties in respect of purchases of Approved Content on a quarterly basis on or about the 15th day of the relevant quarter following the purchase of Approved Content, except when sales reporting from a Distribution Partner is delayed, in which case payments will be made in the month following the date such sale is reported, provided such fees aggregate a minimum of GBP100, failing which royalties owing will be retained until they exceed such minimum. In all cases, payment of royalties to the Supplier will be net of: (i) applicable taxes or other withholding's required by applicable law; (ii) bad debts or other non-collectable sums; (iii) legal and other reasonable fees incurred in enforcing this Agreement or the agreements contemplated herein; (iv) cancellations or refund of a license where the original sale has been reported to you, including but not limited to where due to a fraudulent transaction; (v) overpayment of royalties in a prior period; and (vi) any amounts owing by the Supplier to BeArty under this Agreement or otherwise. Without limiting the generality of the foregoing, BeArty is entitled to set-off against any amount owing to Supplier, all amounts to which BeArty is or may be entitled under this Agreement or otherwise at law, including withholding amounts as security for any pending or threatened claim relating to any matter which is the subject of a representation, warranty or indemnity of Supplier under this Agreement.

5.c. The parties further agree that BeArty shall not be required to pay royalties to the Supplier if BeArty is restrained or otherwise prevented from using rights granted under this Agreement relating to Content because those rights are found to be an infringement or contravention of the intellectual or other property rights of a third party.

5.d. In the event BeArty facilitates a sale or exclusive license of Content, BeArty shall be entitled to deduct a reasonable administration fee relating to such sale or license, in addition to its share of the revenue relating to such sale or license, which share shall be based on the royalty payable pursuant to the Rate Schedule at the time of the transaction.

6. Passwords.

You acknowledge and agree that you will be responsible for each and every access or use of the Upload portions of the Site that occurs in conjunction with your Sign-in Name and such passwords, and that BeArty is authorized to accept your Sign-in Name and password as conclusive evidence that you wish to upload Content pursuant to this Agreement. BeArty shall have no liability or responsibility to monitor the provision of Content under your Sign-in Name and password.

7. Managing Content.

BeArty has policies and processes which must be adhered to prior to Content being posted on the Site or otherwise being offered for sale or license. Notwithstanding that some qualitative standards are required to be met, BeArty makes best efforts to review and approve all Content uploaded to the Site and is not responsible for the content, quality, or consequences of your uploading such Content. Notwithstanding the foregoing, BeArty reserves the right to delete, move, refuse to accept or edit any Content or Descriptive Information that it may determine, in its sole discretion, violates or may violate this Agreement, the intellectual or proprietary rights of others, any of its policies or is otherwise unacceptable in its discretion, and you hereby agree to forfeit any fees payable in respect of such Content to BeArty or as it may direct. BeArty shall have the right but not the obligation to correct any errors or omissions in any Content or Descriptive Information, as it may determine in its sole discretion. You acknowledge that any screening of Content performed by BeArty to determine Approved Content is done as a courtesy only. BeArty shall have no liability to you or any person claiming through you for any breach of the terms of any agreement respecting Approved Content. BeArty will use commercial efforts to assist in the protection of your intellectual property rights, at your request and expense.

8. Confidential Information.

8.a. The Supplier acknowledges that the Confidential Information (defined below) which it obtains through the entering into of this Agreement, the use of the Site and the provision of Content constitutes valuable, confidential, proprietary information of BeArty and its licensors, and agrees that during the term of this Agreement and thereafter it shall not, without the express written consent of BeArty, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Agreement.

8.b. For the purposes of this Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of BeArty, its members, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, alliances, Content, graphics, documentation, finances, research, development, know-how, trade-secrets, training materials, personnel, identities or personal information of any kind pertaining to members, clients, methodologies, Site content belonging to others and other intellectual property.

9. Representations and Warranties.

The Supplier hereby represents and warrants as follows:

9.a. The Supplier has the legal capacity and authority to enter into this Agreement, is the sole and exclusive owner of the Content;

9.b. The Content will include all necessary Descriptive Information to enable its effective marketing on the Site, which Descriptive Information will be complete and accurate in all material respects; and

9.c. The Content delivered to BeArty hereunder represents original creations and expressions of subject matter, and no Content or Descriptive Information infringes any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or defames or casts into disrepute in any manner any third party; and

9.d. the Content has not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the Content being used by BeArty, its customers or distributors as contemplated under this Agreement.

10. Indemnity.

10.a. You agree to indemnify, defend and hold BeArty and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees of Content (collectively, the "BeArty Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any BeArty Party as a result of, incidental to, or by virtue of, the appointment, or any breach or non-performance of your obligations under this

Supply Agreement or arising out of your willful act, neglect or default in the performance of such obligations, including any claim threatened or asserted against any BeArty Party to the extent such claim is based upon a contention that any of the Content used within the scope of this Agreement infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party.

10.b. BeArty reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with BeArty' defense of such claim.

11. Term and Termination.

11.a. This Agreement is effective until terminated. You may terminate this Agreement at any time by giving thirty (30) days written notice to BeArty using artists@BeArty.com. BeArty may also terminate this Agreement for any reason by giving you thirty (30) days notice by e-mail at the last address contained in your profile information. If BeArty terminates your account, such termination shall be deemed to be notice of termination of this Agreement, as well.

11.c. In addition, BeArty may deem an account to be terminated if there has been: (i) in the reasonable opinion of BeArty, any material misrepresentation made as to the capacity, identity or copyright ownership of Content or the Supplier provided hereunder; or (ii) no log-in or other activity in the account for 12 months.

12. Effect of Termination.

12.a. After notice of termination in the manner described in clause 11, you authorize BeArty to complete any transactions in progress in relation to your Content, which will be done on the terms of this Supply Agreement. Termination and the removal of the Approved Content will take effect once these transactions have been completed.

12.b. Upon termination, BeArty will pay you the accrued commissions from your account within thirty (30) days.

12.c. Termination of this Agreement shall operate without prejudice to BeArty's rights, defenses and limitations of liability provided under this Agreement. In addition, the provisions of this Agreement relating to: Managing Content, Confidential Information, Representations and Warranties, Indemnity, Disclaimer of Warranties and all limitations of liability, shall survive termination of this Agreement and continue in full force and effect.

13. Disclaimer of Warranties.

13.a. The Site, including any Content contained therein, are provided by BeArty "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. BeArty does not represent or warrant that the Site or the Content will be made available for sale or license or that their use will be uninterrupted or error free.

13.b. BeArty does not represent or warrant that the Site or any Content available for downloading through the Site will be free of viruses or similar contamination or destructive features.

14. Limitation of Liability

14.a. In no case will BeArty be liable for any consequential loss or damage suffered by you arising from this Supply Agreement. To the extent permitted by law, all warranties and conditions implied by law are hereby expressly excluded.

15. Applicable law and place of jurisdiction.

15.a. This agreement shall be governed in accordance with the laws of England and Wales. The place of jurisdiction is London, UK.

15.b. You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the profile section of the Site..

Appendix A:

Rate schedule:

Reproduction of artworks

On all reproductions, BeArty will pay 20% of the Net Revenue to the Supplier. Net Revenue is calculated as the Sales Price (RRP excluding VAT) minus the COGS (Cost of Goods Sold). COGS refer to the costs of printing the artworks, packaging and the fulfilment costs of preparing the shipment to end-users.

Original artworks

For Original Artworks, in which there is only 1 available for sale of any particular artwork, BeArty will pay 50% of the Sales Price (since there are no COGS associated with such artworks). For Original Artworks, the Supplier agrees to organize the shipment of such artworks within 3 days of the order being placed by the end-user.