

Terms and Conditions for Selling Artwork

The following agreement (“Agreement”) is between PrintedArt.com (“PrintedArt”), a division of G Meredith Group, Inc. with its primary place of business at 717 Rivenwood Road, Franklin Lakes, NJ 07417 USA and you, (“Photographer”) who is at least 18 years of age and wishes to offer his/her work(s) as image(s) for sale (“Image”) through the PrintedArt.com website or any of its related sites, affiliates or commercial partners.

This Agreement is an addition to the General Statement of Rights and Responsibilities on the PrintedArt.com website for the purpose of stating the conditions of sale of Images as artwork through PrintedArt.com.

1. **PrintedArt Services**

PrintedArt provides an eCommerce website offering a collection of photography for purchase online or in stores. Images are available for purchase as finished artwork, meaning printed and mounted as a ready-to-hang piece. PrintedArt will offer fulfillment world-wide and offers its hosting, storage, eCommerce, printing and fulfillment services free of charge to Photographer for any artwork in the collection.

2. **Selection Process for PrintedArt Collection**

PrintedArt reserves the right to accept or reject images for the collection based solely on the judgement of its curators without the requirement to justify the decision. Any image submitted to PrintedArt for consideration will be examined by the curators and either accepted or rejected.

3. **Eligibility for Sale**

Images that are accepted by the curators will be made available for sale, once the copyright holder has fulfilled criteria in 3.1 and 3.2. There is no set duration Image may remain in the collection, and Images will not be removed prior to three (3) months from the date of first posting unless a violation of 3.1 or 3.2 occurs or in response to legal action or injunction.

3.1. **Copyright Confirmation**

The copyright holder or an authorized representative must confirm that they hold the copyright for the Image and allow PrintedArt to use the Image and reproductions of the Image under the terms of this Agreement.

3.2. **Edition Size Guarantee**

Images in PrintedArt collections are sold in limited editions of 100 regardless of print size unless Photographer is notified otherwise by PrintedArt. Photographer must guarantee tracking of edition sizes in the event of alternate sales channels. If the Image or reproductions of the Image are available through other channels, the responsibility for tracking number sold lies with Photographer. Photographer must notify PrintedArt in writing to support@printedart.com within seven (7) working days of a sale of the Image in the collection via another channel. Repeated or willful failure to notify PrintedArt of sales via other channels that affect edition numbering can result in removal of Photographer’s artwork from the PrintedArt Collection.

4. **Removal from the PrintedArt Collection**

Images in the PrintedArt collection can be removed at any time by either party without

justification. In the event of removal of an Image from the PrintedArt Collection by either party for any reason except violation of copyright, exploitation rights granted in Section 5. related to the use of the Image(s) for corporate advertising and corporate communications will remain in effect for an additional three (3) months after removal. If PrintedArt has already produced artwork or other reproduction pieces of the Image the period of permitted use is twelve (12) months or until sold, whichever is earlier.

5. Exploitation Rights

Photographer grants PrintedArt all necessary proprietary rights of use, ancillary copyrights and other rights for the use of the image or reproduction according to this contract. This includes but is not limited to the right to copy, distribute, process, extract and use the image for creation of the artwork for sale and for use in PrintedArt's corporate advertising, corporate communications and public relations, including advertising and corporate communications for PrintedArt that are distributed by a corporate partner or are the result of media coverage. All rights granted are valid for the term of this Agreement as specified in section 8 except for the edition size guarantee in section 3.2, which shall survive termination of this Agreement in perpetuity, and rights after removal of the Image specified in Section 4.

Photographer specifically agrees that PrintedArt may offer images for sale to its customers in various printed or digital formats.

6. Compensation

Photographer will receive compensation for each piece of reproduced artwork sold by PrintedArt. PrintedArt will pay Photographer a 30% share of the gross revenue collected from the sale. "Gross revenue" is defined as the amount collected from the buyer, including all production costs for the finished artwork but exclusive of shipping. PrintedArt shall report at least quarterly on Photographer's sales units and sales total in US \$ and shall pay compensation no later than 15 days after the latest report. If the buyer does not pay, no compensation is due the Photographer.

7. Returns

If a PrintedArt customer returns the merchandise within the grace period specified on the PrintedArt website, the transaction shall be considered void and no compensation shall be paid to Photographer. If Photographer has already been compensated for the item, PrintedArt will notify Photographer whether the amount must be returned or will be deducted from future compensation. If artwork is returned and replaced with the identical image, only one sale will be credited to Photographer. If an artwork return is accepted more than three (3) months after delivery and there is no identical replacement, Photographer will be paid compensation and will keep compensation for the sale.

8. Term of Agreement

The term of this Agreement is valid from the date of the first publication of Photographer's image(s) until all Images have been removed from the collection by either party for any reason. However, the edition guarantee according to section 3.2. shall survive the termination of this Agreement in perpetuity unless mutually agreed to dissolve by both parties.

9. Intellectual Property

Photographer represents and warrants to PrintedArt that Photographer owns all right, title and interest in and to the products to be sold under this Agreement.

10. Assignability

This agreement can be assigned by either party.

11. Limited Liability

PrintedArt assumes no liability for loss or damage to data or images transmitted over the internet or other transmission method if loss or damage occurs in transmission outside of the PrintedArt server. PrintedArt assumes no liability for damages or lost revenue arising from temporary, limited, or permanent non-availability of internet or other transmission service. PrintedArt is not liable for damages incurred by unauthorized use of a password by a third party.

12. Indemnification

Photographer is responsible for the contents of the images, pictures and data transmitted to PrintedArt. Photographer shall indemnify and hold harmless PrintedArt from and against all losses, claims, damages or other costs of any nature arising out of copyright or other claims for images uploaded by Photographer.

13. Independent Contractors

Both parties are independent businesses and nothing in this Agreement shall create an agency relationship, joint venture or employer/employee relationship between Photographer and PrintedArt.

14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, USA without regard to conflict of laws principles of that or any other jurisdiction.

15. Updates to This Agreement

PrintedArt reserves the right to make amendments to this Agreement at any time via email or posting on Photographer's account page. No amendment shall be retroactive.

16. Agreement to Terms

This Agreement shall be considered digitally signed by submitting an online form at PrintedArt.com with a checkmark next to the "I agree to the terms and conditions of sales" field.