

## **Artist Terms & Conditions**

These Artist Terms & Conditions apply to the uploading and sale of designs and any other use of the Wuzci website and mobile applications, by our Artists. For ease of reference, these Artist Terms & Conditions are separated into the following sections. If you have any questions about any of these terms, or topics that aren't covered in these Artist Terms & Conditions, please contact us at [hello@wuzci.com](mailto:hello@wuzci.com)

For the purposes of these terms and conditions, the applicant will be referred to as the Artist or Creator. Wuzci Ltd will be referred to as Wuzci or We. All content by the artist will be referred to as artworks, designs or content. The Wuzci website/s refers to wuzci.com and any associated platforms we hold, including mobile applications.

## **About Us**

Wuzci.com and the associated mobile applications are operated by Wuzci Limited. Our registered company number is 11567799.

## **Artist Account**

Our platform is designed to help Artists share designs for sale as greeting cards, and to enable buyers and subscribers to purchase those cards. These cards are available to purchase on the Wuzci website through our partners, which include but may not be limited to, Amazon.co.uk.

To become a Wuzci Artist, you must create an account on the Wuzci website. This includes giving your name and address, email and setting up your Artist profile. All details must be complete, correct and true. If you provide us with a photo and other information in your bio/artist profile, you do so with the understanding that we may make that photo and information available to the public, on the Wuzci websites and to use on the back of our cards.

You must not share your account information with anybody under any circumstances. If you suspect anyone other than you knows your profile information, you must notify us as soon as possible at [hello@wuzci.com](mailto:hello@wuzci.com)

## **Uploading designs to Wuzci**

When you upload content (such as Artist profile information and designs) to the Wuzci websites, you must comply with the following content standards and artist obligations.

Designs are made available on the Wuzci website at our sole discretion. If we consider that a design is not up to the reasonable standard that we require, we reserve the right to remove designs without notice and without liability to you.

We are not responsible or liable to you or any third party for your designs. You will be responsible and liable to us, our customers and third parties for your designs and you are solely responsible for keeping your designs secure and backing up your own copies.

The artworks submitted will be used for 15x15cm greeting cards and the artist will receive 30p per card sold of their design. Artworks will be supplied in the provided templates, as found on the Resources page.

## **Exclusivity**

Designs do not need to be exclusive to Wuzci. You are responsible for ensuring that all designs are available to be used by Wuzci and that there are no existing contracts or licensing agreements that may conflict. Should we find that this is not the case, we reserve the right to remove the design, and in certain circumstances we may terminate your artist account and remove your content from the Wuzci websites.

## **Copyright and Intellectual Property**

You retain all of your ownership rights to any artwork you upload to Wuzci, but you agree that by uploading your designs or otherwise making your artwork available for promotion and sale via the Wuzci websites, you grant us worldwide, non-exclusive, sub-licensable, transferable license to store, reproduce, crop, frame, modify, copy, distribute, prepare derivative works or, display, make available to third parties and otherwise use your artwork in connection with:

- The promotion and sale of greeting cards
- The promotion of your logo/brand/personal imagery and location to customers/audience of the Wuzci marketplace brand story

- The operation of the Wuzci websites and our services
- The promotion of Wuzci's business or any part of it in any medium and via any media.

You are responsible for your designs and ensuring that you have the necessary rights to use your designs and grant the license detailed above. If we receive a notice claiming that any of your designs infringes on the rights of a third party, we reserve the right to remove the design without any notice and you will be liable to us for any loss suffered to us as a result of such infringing content.

### **Wuzci Sites and other Content**

We are the owners or the licensee of all intellectual property rights in the Wuzci sites and the content. These works are protected by copyright laws and treaties around the world. All such rights are reserved. You may only use the Wuzci websites for lawful purposes and you may not use it in any way that infringes the rights of anyone else or that restricts or inhibits anyone else's use of the Wuzci sites.

You must not, without our prior written consent, copy, reproduce, crawl, frame, republish, download, print, post, distribute, re-post, broadcast, record, transmit, edit, communicate to the public, link to, deep-link into, or distribute in any way the web pages or materials of the Wuzci sites other than solely for your own personal use.

### **IP Infringement Policy**

If you are aware that any of your intellectual property rights have been infringed by any product offered for sale on the Wuzci websites, please contact us via email ([hello@wuzci.com](mailto:hello@wuzci.com)) and provide us with the following information:

- Identification of the copyright work claimed to have been infringed
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity
- Your contact information, including your address, telephone number and email address
- A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law

- A statement that the information in the notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner

When we receive notice of an infringement, we will liaise with the relevant Artist (which may include passing on any of the information you provide) to ensure that the infringing artworks are removed from sale.

## **Content Standards and Artist Conduct**

You must not use the Wuzci websites to upload, distribute or share any prohibited content including but not limited to the following:

- Copyrighted material used without the express permission of the owner, or which otherwise infringes on the intellectual property rights of any third party
- Material that violates the rights of others
- Material that constraints viruses, worms, trojan horses or other forms of corruptive code or any other content that may compromise the Wuzci websites
- Material that advocates illegal activity or is in breach of any applicable laws, rules or regulations
- Material that we deem abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive or inappropriate
- Material that in any way, is harmful to minors
- Material that provides a link to any of the above or breaches any of the Artist terms & conditions

Your designs and content must comply with the standards as set out above. We have the sole discretion to determine whether the designs and content contains prohibited content. We monitor and control all content posted to the Wuzci websites and reserves the right to delete, move or edit content for any reason, at any time, without notice.

If you have reason to believe that your designs or content do not comply with our content standards as set out in this, you must let us know by contacting us at [hello@wuzci.com](mailto:hello@wuzci.com) immediately.

## **Artist Payment**

When a card of your design is sold, you will receive a commission of 30p per card sold. We reserve the right to adjust the commission rates at any time at our discretion.

All commissions are paid on or around the 2nd of each month, following the month in which they are earned (taking into consideration weekends and bank holidays). It is essential that all artists have a Paypal account as this is the only way through which commissions can be paid.

To receive commission payments, you must enter your Paypal address onto your Artist Profile. Wuzci cannot be held liable for any delayed or outstanding payments due to missing information.

In the event that we pay a refund to a customer for any reason, we reserve the right to cancel or reclaim the related commission payment from you.

## **Samples**

Artists shall be entitled to receive three sample cards of their own designs on request.

## **Taxation Responsibility**

You are responsible for your own taxes associated with any commission payments to receive from Wuzci and you must account for any taxes imposed by governments or governing authorities. For the avoidance of doubt, all tax-related reporting responsibilities by you to relevant tax authorities are entirely your responsibility and Wuzci will not be liable for paying any tax owed on your behalf.

## **Your Liability**

You are solely responsible for any and all artwork that you upload to the Wuzci websites and your compliance with these Artist Terms & Conditions. You agree to indemnify, defend and hold us, our officers, directors, employees, subcontractors, agents and representatives harmless from any and all claims, damages, losses, liabilities, costs (including reasonable legal fees) or other expenses arising directly or indirectly out of or in connection with:

- Your breach of any provision in these Artist Terms & Conditions
- Any claim from a third party relating to your artwork

- Any allegation that your artwork or any materials that you submit to us infringes or violates the copyright, trademark, trade secret or other intellectual property rights of or other rights of any third party
- Your activities in connection with the Wuzci websites and our services

The above indemnity will apply without regard to the negligence of any party, including any indemnified person and will survive the termination of your Artist account however incurring.

## **Termination**

We reserve the right to terminate or disable, in full or in part and without prior notice, your artist account and your right to use our services, and to remove and discard your artwork and content for any reason. This may include, but is not limited to, termination of your artist account if you have failed to comply with the terms of this agreement, violated any other applicable regulations, laws or guidelines, or your conduct is harmful to Wuzci or Wuzci users, our services or any third parties.

You have the right to close your artist account and terminate your use of our services at any time by contacting us on [hello@wuzci.com](mailto:hello@wuzci.com)

In the event that your artist account is terminated, you will no longer be able to log into your artist account and your profile will be removed from the Wuzci websites. You will continue to be responsible for all of your artwork and content which you made available via our website and services prior to termination.

## **Privacy**

When creating an account with Wuzci, you are asked to provide us with a contact email address. You can opt out of receiving marketing communications from us by following the unsubscribe instructions included in the bottom of all of our marketing communications, or by getting in touch with us at [hello@wuzci.com](mailto:hello@wuzci.com)

We will use your email address to inform you of sales, or any other information regarding your account, commission payments or artwork.

## **Changes to these Terms**

These Artist Terms & Conditions may be changed or updated by us at any time without notice. We recommend that you check these Terms and Conditions carefully and periodically for any changes we might make, as they will be binding to you. These can always be found at: <https://wuzci.com/wuzciCommissionContract.pdf>

## **Changes to the Wuzci Websites**

From time to time, we may make changes to the Wuzci websites and mobile applications, including the content. If required, we may suspend access to the Wuzci websites or close them indefinitely. Whilst we endeavor to keep all content on the websites up to date, some may be out of date at any given time. You may contact us if you have any questions about information on the Wuzci websites on [hello@wuzci.com](mailto:hello@wuzci.com)

## **Our Liability**

Our liability in connection with any defective or faulty cards purchased through the Wuzci websites, and in connection with any non-delivery is limited to issuing a replacement card or refund, at our sole discretion.

Except where required by law, Wuzci accepts no liability for any loss of income, revenue, loss of business, loss of profits or contract, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort or otherwise (including negligence), breach of contract, even if foreseeable or for any and all damages, losses or causes of action arising, by reason of or in connection with your use of our services or the Wuzci websites.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes our liability for death or personal injury arising from our negligence, and our liability for fraudulent misrepresentation or misrepresentation.

You must not misuse the Wuzci websites by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful. You must not attempt

to gain unauthorized access to the Wuzci websites, the server on which the Wuzci website is stored or any server, computer or database connected to our services or the Wuzci websites. You must not attack the Wuzci websites via a denial-of-service attack or a distributed denial-of-service attack. In the event of a breach of these obligations, your right to use the Wuzci websites will cease immediately.

Wuzci will not be liable for any loss or damage caused by any of the aforementioned instances.

### **Linking to the Wuzci Website**

You may link to our home page, or any other page on the Wuzci website, provided that it is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

We withdraw the right to linking permission without notice.

### **Links from the Wuzci sites**

You are not permitted to link to another website where your content is for sale within your bio information on your artist profile. If we find that you are in breach of this restriction, we reserve the right to remove the links, or in some instances, terminate your artist account and remove all associated content from the Wuzci website without notice.

We accept no liability for links on the Wuzci website to other sites and resources provided by third parties. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **Jurisdiction and Applicable Law**

These Artist Terms & Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.