

Abstract Artwear Terms of Use

All Abstract artwear users must respect the intellectual property and rights of the site, this includes all copyright and trademark materials. By using this site you are acknowledging the fact that you have the right to upload off of the content that you have decided to upload and you have all permissions necessary. By working with Abstract Artwear understand that you are releasing your work on a public site which attracts a legal responsibility. It is the sole responsibility of the user to make sure that they have authority to use the content that they are providing and no laws are being broken. It is important that you read all of the legal agreement. By using this website you are agreeing to accept the terms of the site. If you do not wish to accept the terms of the site you should not use the site.

Legal Agreement

By visiting the Abstract Artwear site at www.abstract-artwear.com “you”, “your”, “user” are entering into a binding in legal agreement between “Abstract Artwear LLC”, “Abstract”, “Abstract Artwear” and the user. Use of the Abstract artwear site indicates the acceptance of this legally binding agreement

Eligibility

Our services are only available to and may only be used by users who are legally allowed to form contracts of law. Our services only apply to persons over 16 years of age. Using our service you are ensuring that you are above the age of 16 years.

Amendment to this agreement

We may amend the terms of this agreement from time to time, and we are not responsible for notifying you when amendments of the terms of agreement change. Your continuing use of the website will be taken to be acceptance of the new terms.

Our service

Abstract Artwear enables you to publish, sell, and purchase art while receiving the benefit of personalized Abstract designs and product fulfillment of the products. Abstract Artwear arranges for the physical delivery of the goods.

Your content which includes all graphics or images provided and posted online is described as your “art” and it may be viewed by all users of the website once you elect to publish it. Once a customer makes a

purchase of your art, Abstract will forward the transaction to third party manufacturers who ships the product to the customer.

Putting content on the Abstract Artwear Site

The user holds the copyright of any content that is uploaded to the Abstract Artwear website but you grant Abstract artwear a non-exclusive royalty free license to use and archive the content.

When you submit or upload content on the website you represent and warrant that:

- you own all copyright in the content, or if you are not the owner, that you have permission to use the content, and that you have all of the rights required to display, reproduce and sell the content;
- the content you upload will not infringe the intellectual property rights or other rights of any person or entity, including copyright, moral rights, trade mark, patent or rights of privacy or publicity;
- your use of the website will comply with all applicable law, rules and regulations;
- 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;
- the content does not include malicious code, including but not limited to viruses, trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or personal information; and
- the content is not misleading and deceptive and does not offer or disseminate fraudulent goods, services, schemes, or promotions.

Abstract reserves the right to remove any content from the website . You agree to indemnify Abstract in any respect related to damaged caused by your breach.

Offering your art for sale on a physical product

Any member may offer their art for sale on a physical product on the website by appointing Abstract Artwear to facilitate the transaction on the terms set out in the Services Agreement in Appendix A. By agreeing to the terms of this user agreement you expressly agree to the terms of the Services Agreement in Appendix A, which will apply from the date on which you offer your first art for sale on a physical product and your continued use of the website will constitute ongoing agreement to the terms therein as updated from time to time.

Purchasing a Product on Abstract Artwear's site

Users can purchase products on the Abstract Artwear website using a valid credit card.

The price you pay is fixed at the time of ordering.

You may not cancel an order once it has been submitted.

It is the customer's responsibility to ensure the product delivery address is correct. Abstract Artwear takes no responsibility for any product a customer does not receive because of errors in the delivery address given to us.

We do not warrant, endorse, make representations about or recommend any content or art offered or provided by any member.

Paying you after your product is sold

Payment terms are explained in the servicing agreement section below

Delivery

Delivery will be facilitated pursuant to the customer's instructions by postal or courier service and will be paid for by the customer at the price indicated at the time of purchase. Abstract Artwear will charge shipping charges to the customer which will vary depending upon the size and price of the product.

Damaged Goods

If a product is delivered to a customer that is physically damaged in any way, Abstract Artwear will happily contact the manufacturer or seller to issue a replacement copy of the product after receiving reasonable proof of that damage.

If you receive a damaged product, then you must email Abstract Artwear customer service within 7 days of receipt to tell us about the nature of the damage and to arrange for a new product to be sent to you at no cost to you. We may require you to return the product as a condition to arranging for a new product or other remedy. You will bear the direct cost of returning the product.

Please be aware that publishing to the website is creator-controlled and we do not screen all of the content on our website. It is the customer's responsibility to verify the quality of the content (including but not

limited to misspelled words, grammatical errors, formatting, design or overall appearance) before ordering a product. This damaged goods policy does not apply to content, only to the physical product.

Precautions

You must ensure that your access to this website and the Abstract Artwear service is not illegal or prohibited by laws that apply to you.

You must take your own precautions to ensure that the process that you employ for accessing this website and the Abstract Artwear service does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage own computer system. We do not accept responsibility for any interference or damage to any computer system that arises in connection with your use of this website or any linked website.

We do not accept liability for any losses arising directly or indirectly from a failure to provide the Abstract Artwear service, corruption to or loss of data, errors or interruptions, any suspension or discontinuance of the Abstract Artwear service, or any transmissions by others in contravention of the registered members' obligations as set out in this agreement.

You acknowledge that we may not be able to confirm the identity of other registered members or prevent them acting under false pretenses or in a manner that infringes the rights of any person.

Intellectual Property Rights and license

By submitting listings to Abstract Artwear, you grant Abstract Artwear a non-exclusive, worldwide, royalty-free, sublicense able and transferable license to use, reproduce, distribute, prepare derivative works of and display the content of such listings in connection with Abstract's (and its successors' and affiliates') services and business in facilitating the sale of your product, including without limitation for promoting and redistributing part or all of the Abstract site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Abstract site a non-exclusive license to access your content through the site, and to use, reproduce, distribute, and display such content as permitted through the functionality of the site and under this User Agreement. The above licenses terminate within a commercially reasonable time after we remove or delete your listings from the Abstract Artwear site. The above licenses granted by you in user comments you submit, are perpetual and irrevocable.

All intellectual property rights in this website and the Abstract Artwear service (including the software and systems underlying the Abstract Artwear service, and text, graphics, logos, icons, sound recordings and software) are owned by or licensed to us. Other than for the purposes of, and subject to the conditions prescribed under relevant Copyright and Trade Mark legislation throughout the world, and except as expressly authorized by this agreement, you may not in any form or by any means:

- use, adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
- commercialize any information, products or services obtained from any part of this website,

without our written permission.

If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks in or as the whole or part of your own trade marks; in connection with activities, products or services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or services (including this website).

Linked websites

This website may contain links to other websites (“linked websites”). Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked websites.

Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

Disclaimer

We do not represent or guarantee that the Abstract Artwear service or this website, or any other website that is accessible using a hyperlink from this website will be free from errors or viruses. We do not represent or guarantee that access to the Abstract service or these websites will be uninterrupted.

You acknowledge that the Abstract Artwear service or this website may be affected by outages, faults or delays. Such outages, faults or delays may be caused by factors, including technical difficulties with the performance or operation of our or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures.

We do not warrant that any members' uploads to this website will be protected against loss, or misuse or alteration by third parties. We do not warrant that all uploaded content will be available on our website. If we elect in our sole discretion to make available content on our website, we do not warrant that it will be available within a certain time frame.

We do not accept responsibility for any loss or damage, however caused (including through negligence), that you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this website.

To the extent permitted by law, any condition or warranty that would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following, which we may offer as a gesture of goodwill:

1. if the breach relates to goods:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of such goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; and
2. if the breach relates to services:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again

This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Indemnity

You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless, as well as, all third parties printing, manufacturing and/or otherwise fulfilling the products you are selling via the website, their officers, directors, employees, agents and representatives harmless, from and against any and all claims, damages, losses, liabilities, costs (including reasonable legal fees) or other expenses that arise directly or indirectly out of or from:

- your breach of any clause of this agreement;
- any allegation that any materials that you submit to us or transmit to the website infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or
- your activities in connection with the website.

This indemnity will be applicable without regard to the negligence of any party, including any indemnified person.

Privacy policy

Your privacy is very important to us. Users of our website should refer to our privacy policy – which is incorporated into this agreement by reference, for information about how we collect and use personal information.

Security of information

No data transmission over the Internet can be guaranteed as totally secure. We strive to protect such information, however we do not warrant and cannot ensure the security of any information that you transmit to us. Accordingly, any information that you transmit to us is transmitted at your own risk.

Termination of access

Access to this website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

Dispute Resolution

This User Agreement and all disputes relating to this User Agreement, or relating to your use of any part of the Abstract Artwear service, will be exclusively resolved under confidential binding arbitration held in Pennsylvania. "

General

We accept no liability for any failure to comply with this agreement where such failure is due to circumstances beyond our reasonable control.

If we waive any rights available to us under this agreement on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of the terms of this agreement are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

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APPENDIX A - Services Agreement

You wish to use Abstract Artwear's services to facilitate marketing and sale of your art on a physical product and to arrange for manufacture of the physical product ("your product") once an order has been made through www.abstract-artwear.com ("the website"). Abstract artwear will provide these services on the terms set out in this Services Agreement. Additionally, Abstract Artwear will provide for delivery of such products to the customer.

1. Services

1.1 Abstract Artwear, acting as independent contractor under your instructions in relation to the performance of marketplace services, will market to and obtain orders from customers for the purchase of your products over the website and on instruction from you. Abstract Artwear will arrange for third parties to fulfil those orders by facilitating payment for and manufacture of your products ("Services"). Abstract Artwear will then arrange for the delivery of your products as per the customer's instructions. Whilst Abstract artwear's capacity is one of independent contractor in relation to the Services, it acts your agent specifically in relation to the sales transaction between you and the customer who buys your product – see further clause 5.2 below.

1.2 Abstract Artwear will provide the Services pursuant to this agreement until termination in accordance with its terms.

1.3 You agree that Abstract Artwear is free to act in any capacity for any other person interested in promoting, marketing and obtaining orders from members of the public for the purchase of their arts over the website, including any art that is the same as, or similar to, your products.

2. License and standing instructions

2.1 You grant Abstract Artwear a non-exclusive royalty free license to use your intellectual property relating to your products for the purpose of enabling us to carry out the Services.

2.2 You hereby instruct Abstract Artwear to facilitate the sale of your product which includes payment, processing and arranging for manufacturing your product (s) in respect of the orders placed by the customers via the website and Abstract Artwear will facilitate such payment, and manufacturing in accordance with reasonable business practices unless you otherwise instruct prior to the placement of that order by a customer.

3. Sale of your products

3.1 The retail price charged to customers who purchase your product is made up of the manufacturing fee charged by the third party manufacturer, Abstract Artwear's fee for hosting the marketplace and facilitating the transaction (the manufacturing fee and Abstract's fee are referred to collectively, and inclusive of tax, as the "base amount"), your creator margin ("your margin"), and any relevant sales tax (such as Sales Tax, GST, VAT, etc) that Abstract Artwear and / or you (as the case may be) are liable to account for to the appropriate tax authorities. Shipping charges will also be added to the retail price.

3.2 Abstract Artwear will send you an email to the email address you registered in your account to notify you at the end of the month if orders have been placed on your products

3.3 You agree that Abstract Artwear makes no representation that it will be able to procure an order for your products, whether at the retail price or at all, nor that you will obtain any benefit by entering into this Services Agreement.

3.4 All items purchased from the website are manufactured pursuant to arrangements with third party suppliers under your instructions. This means that title and risk for loss for such items pass from you to the customer/purchaser without passing through us prior to the goods being delivered to the customer under the customer's instructions.

4. Payment terms

4.1 You authorize Abstract Artwear to collect, hold and distribute the retail price (“sale proceeds”) from customers on the terms set out in this clause 4. Abstract Artwear will also charge the customer for the shipping which will affect the amount to be distributed to you.

4.2 You authorize Abstract Artwear to deduct the base amount (which includes Abstract’s margin for facilitation services, including tax where applicable) from the sales proceeds for your products before distributing your margin (which will include tax where applicable).

4.3 We will pay your margin in accordance with the payment method you select on the website.

4.4 We may set payment amount threshold amounts of \$25 in relation to a month or other time period - and where the payment amount does not exceed any applicable threshold for the relevant period, Abstract Artwear may elect to postpone your payment until the threshold is exceeded.

4.5 It is your responsibility to ensure Abstract Artwear has current details of your postal address and bank account details. Abstract Artwear will not be liable for any loss suffered by you if you provide us with incorrect details in relation to the payment method. If we are unable to pay you because you have given us incorrect details or your details are out of date, we will hold your margin for up to 2 months from the payment date. If you have not notified Abstract Artwear of any amendment to the payment method details in that time your margin proceeds will be forfeited to Abstract Artwear.

5. Taxation responsibility

5.1 Except as required otherwise by applicable Federal or State Taxation Laws or Regulations:

- (a) Each party is responsible for their own taxes associated with each transaction and will account for any taxes imposed by governments or governing authorities, and related accounting or audit requirements arising out of, as a result of, incidental to, or in connection with obligations under this Services Agreement. We recommend that you consult with your tax advisor as to the application of taxes for you, as the seller of the merchandise. This may include Sales Tax, VAT, GST and other transactional taxes;
- (b) Abstract Artwear will not collect or pay taxes on your behalf as Abstract Artwear is merely acting as an agent in facilitating the sale of your product to the customers. As stated in clause 4.2 of this Agreement, the amounts distributed to you will be deemed to be inclusive of any taxes, if applicable. You will at all times be solely responsible for reporting and remitting any tax liabilities arising out of the sale of your products together with any potential interest or penalties that any tax authority may levy as a result of non-compliance.

- (c) all tax-related reporting responsibilities by you to relevant tax authorities are entirely your responsibility.

6. Indemnity

6.1 You hereby indemnify and will keep Abstract artwear indemnified from and against all claims, debts, accounts, expenses, costs, liens, actions and proceedings of any nature whatsoever, whether known or unknown by any person, arising from, incidental to, or by virtue of, the appointment, or any breach or non-performance of your obligations under this Services Agreement or arising out of your willful act, neglect or default in the performance of such obligations.

6.2 This clause 6 will survive the termination of this Services Agreement.

7. Limitation of liability

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

8. Terminating this agreement

8.1 You can give notice of termination of this Services Agreement by emailing Abstract Artwear.

8.2 Abstract artwear may give notice of termination of this Services Agreement to you in writing at any time.

8.3 After notice of termination in the manner described in either clause 8.1 or 8.2, you authorize us to complete any transactions in progress in relation to your products, which we will do on the terms of this Services Agreement. Termination of this Services Agreement will take effect once these transactions have been completed.

8.4 Upon termination of this Services Agreement by either party, The user will forfeit all unpaid margin.