

1create Limited Terms of Service

Last Updated January 2018

1create Limited (number 11112057) provides this website as a service. While the information contained within the site is periodically updated, no guarantee is given that the information provided in this website is correct, complete, and/or up-to- date.

Terms of Service

1create Limited ("1create," "we" or "our") provides a service for showcasing, selling and purchasing works of art and commercially exploiting digital images of works of art (the "Services") through our website, accessible at 1create.co.uk (the "Site").

Please read carefully the following terms and conditions ("Terms").

These Terms govern your access to and use of the Site and Services, and constitute a binding legal agreement between you and 1create Limited.

Certain areas of the Site and your access to certain Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions.

If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Site or for specific Services, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Site or Services.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY SELLING OR PURCHASING A WORK ON OR THROUGH THE SITE OR SERVICES OR BY POSTING ANY CONTENT ON THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE.

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE OR SERVICES.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

1create Limited respects the intellectual property of others. 1create Limited takes matters of Intellectual Property very seriously and is committed to meeting the needs of content owners while helping them manage publication of their content online.

It should be noted that 1create Limited is a representative of a wide variety of third party websites, individuals, businesses and organisations.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on this site, you may notify our copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid

under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address
- A statement that the complaining party "in good faith believes that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law"
- A statement that the "information in the notification is accurate", and "under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"

The above information must be submitted as a written, faxed or emailed notification using the form

WE CAUTION YOU IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES.

THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION.

YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

This information should not be construed as legal advice, for further details on the information required for valid DMCA notifications, see 17 U.S.C. 512(c)(3).

Modification

1create Limited reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time and without prior notice.

If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. We will also update the "Last Updated Date".

By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms.

If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

Children's Online Privacy Protection Act

This website is directed to adults; it is not directed to children under the age of 13 years. We operate our site in compliance with the Children's Online Privacy Protection Act, and will not knowingly collect or use personal information from anyone under 13 years of age.

Eligibility

The Site and Services are intended solely for persons who are 14 years old or older. Any access to or use of the Site or Services by anyone under 14 years of age is expressly prohibited.

By accessing or using the Site or Services you represent and warrant that you are 14 years old or older.

Account Registration

During the registration process (for a "Creative Network Account", "1create Ticket Office" or as an event/product purchaser) you will be required to provide certain information.

You agree to provide accurate, current and complete information during the registration process and either update your account or inform 1create.co.uk when you require to update such information to keep it accurate, current and complete.

1create Limited have the right to suspend or terminate your registration if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

Seller Terms and Conditions

Listing Works on the Site

As a Member, you may submit listings for original works of art ("Original Works of Art") that you have created and that you desire to sell/display through the Site and Services.

You may not submit listings for Original Works of Art that were created by another artist. As a Member you may also submit listings for digital images of works of art ("Digital Works") that you have created and that you desire to commercially exploit through the Site and Services. You may not submit listings for Digital Works that were created by another artist.

In order for your listings to be accepted, you must provide 1create.co.uk with all the information requested on the applicable page of our Site and you must comply with any other 1create Limited requirements as identified on this site.

Without limiting the generality of the foregoing, if you submit listings for sale **you may be required to verify your identity by separately providing 1create Limited with a proof of ID or similar documentation.**

1create Limited reserves the right to edit any listings.

The placement of your listings in search and browser results may be based on factors that include without limitation title, keywords and price.

You acknowledge that 1create Limited reserves the right to promote and market Original Works of Art and/or Digital Works through the use of showcase, sales and/or discounts both online and offline.

The sale or discount amount will apply to the listing price of Original Works of Art and/or Printed Works (defined above) relating to the Digital Works agreed between 1create Limited and you as a member.

You always retain the right to remove a listing for an Original Work of Art or Digital Work from the Site - to do this contact the site admin via the [contact us page](#).

Responsibility for Works

You acknowledge and agree that you are solely responsible for all Original Works of Art and Digital Works that you make available through the Site and Services. Accordingly, you represent and warrant that:

(i) you are the creator of all such Original Works of Arts that you make available on the site and that you are the sole and exclusive owner of all such Original Works of Art;

(ii) you are either the sole and exclusive owner of all such Digital Works that you make available on the site or you have all rights, licenses, consents and releases that are necessary to grant 1create Limited the rights to use and sell Digital Works as contemplated under these Terms; and

(iii) neither the Original Works of Art nor Digital Works that you make available through the Site and Services of 1create Limited do not infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Online Sales

If you submit listings for Original Works of Art, you hereby appoint 1create Limited as an independent non-exclusive reseller with the right to resell such Original Works of Art through the Site and Services and on third party websites (collectively "Online Sales") and you hereby grant 1create Limited a worldwide, transferable, non-exclusive, right and license, with a right to sub-license, to:

(i) use, reproduce, distribute, publicly perform and publicly display copies of the Original Works of Art via Online Sales channels; and

(ii) access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Original Work of Art in any form, medium or technology now known or later developed for the purpose of promoting 1create Limited, the Site and the Services.

You acknowledge and agree that the foregoing license rights are granted on a royalty-free basis and that your sole compensation for the grant of such license rights, if any, will be in

the form of the Artist Revenue Share, which is payable only upon the sale of an Original Work of Art via the Online Sales channel and Offline Sales channels.

If you submit listings for Digital Works, you will Permit Members and other third parties to purchase reproductions of the Digital Works (collectively, "Printed Works") through our print service.

If you submit listings for Digital Works, you hereby grant 1create Limited a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to

(i) use, modify (as appropriate in connection with manufacturing and distribution of Printed Works), reproduce, distribute, publicly perform and publicly display the Digital Works in connection with the manufacture, distribution and sale of Printed Works to Members and other third parties via Online Sales and through other offline channels ("Offline Sales") and

(ii) access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Digital Works in any form, medium or technology now known or later developed, for the purpose of promoting 1create.co.uk, the Site and the Services. You acknowledge and agree that the foregoing license rights are granted on a royalty-free basis and that your sole compensation for the grant of such license rights, if any, will be in the form of the Artist Revenue Share, which is payable only upon the sale of a Digital work via Online Sales channels and Offline Sales channels.

1create Limited may appoint one or more third party subcontractors, who may exercise the license rights above for the purpose of enabling 1create Limited to process and fulfill orders for Printed Works.

As between you and 1create.co.uk, 1create Limited will be deemed the seller of any Printed Works that are purchased via Online Sales channels.

If an Original Work of Art and/or Printed Works are sold via a third party website, the terms and conditions of the third party website will apply to the purchase in question by the applicable purchaser via the third party website.

However, as between you and 1create.co.uk, these Terms will apply to the sale of such Original Work of Art and/or Printed Work.

1create Limited and/or its third party service providers will be responsible for collecting billing and shipping information from the purchaser and for processing payment for such purchases via the Site and Services.

For purchases made via third party websites and for Offline Sales, the applicable third party website or 1create Limited Offline Sales partner will be responsible for collecting billing and shipping information, as applicable, from the purchaser and for processing payments, and will remit applicable payments relating to such sales as agreed upon between 1create Limited and the third party website or 1create.co.uk Offline Sales partner, as applicable, to 1create Limited and share related shipping information, including the contact details of the purchaser where necessary, with 1create.co.uk.

For Original Works of Art only, the purchaser may contact you via the website, unless otherwise instructed in writing by 1create.co.uk, you will be responsible for shipping the purchased Original Work of Art directly

to the purchaser. 1create Limited will provide you with information regarding its preferred shippers with which 1create Limited maintains an account.

You agree to ship the purchased Original Work of Art to the purchaser within seven days following the date of purchase (the "Shipping Period"). If you do not ship the purchased Original Work of Art to the purchaser prior to the expiration of the Shipping Period, then the sale may be cancelled.

You are responsible for providing accurate shipping weight, shipping dimensions and shipping address to 1create Limited if you are using a 1create Limited preferred shipper. If actual shipping weight, shipping dimensions and shipping origination information at the time of shipment varies from the information provided by you, 1create Limited (after providing documentation) reserves the right to deduct the resulting increased shipping costs from your Artist Revenue Share.

If you do not ship the purchased Original Work of Art via a 1create Limited preferred shipper or if you pay for the cost of shipping yourself, 1create Limited will reimburse you for the amount you paid, up to the amount that 1create Limited or the third party website charged the purchaser for shipping.

Subject to 1create Limited receipt of confirmation of delivery to the purchaser, 1create Limited will credit your Account with the corresponding Artist Revenue Share following the expiration of the return period and for sales of Original Works of Art via third party websites, 1create Limited will credit your Account with the corresponding Artist Revenue Share within a commercially reasonable time after it has received payment from the third party website and the Original Work of Art has been confirmed to have been successfully delivered to the purchaser, as determined by 1create.co.uk, in its sole discretion.

You agree to comply with the terms and conditions of 1create Limited then-current Return Policy that are applicable to any Original Works of Art that are sold through the Site and Services.

For sales of Printed Works via Online Sales and Offline Sales, 1create Limited will credit your Account with the applicable Artist Revenue Share as set forth in 1create.co.uk then current standard pricing and commission terms, which, as noted above, may be found in the written emailed agreements to registered artist members.

You will have the right to request 1create Limited to remit the Artist Revenue Share in your Account in accordance with a 1create.co.uk designated payment schedule.

Upon the termination of these Terms or cancellation of your registration, 1create Limited will remit to you the remaining balance of Artist Revenue Shares in your Account, if any.

If you remove a listing for a Digital Work from the Site, the license rights granted by you to 1create Limited to manufacture, distribute and sell Printed Works with respect to such Digital Work will terminate as of the date the listing is removed, except that such license rights will survive and remain in effect for as long as necessary for 1create Limited and its third-party subcontractors to fulfil any in-progress orders for such Printed Works and for any orders for such Printed Works accepted by 1create Limited or its third-party subcontractors or its Online Sales partners via third party websites and its Offline Sales partners prior to or as of the effective date of termination.

In addition, you acknowledge and agree that the license rights granted by you to 1create Limited with respect to using such Digital Work to promote 1create Limited, the Site and the Services will remain in full force and effect for only as long as necessary for 1create Limited to fulfil any current obligations that require using the Digital Work for such promotional purposes.

Purchaser Terms and Conditions

Purchases of Printed Works

As a Member, you may purchase Printed Works that are listed by other Members on the Site.

Prices for Printed Works will be as specified on the applicable listing.

You acknowledge that prices include shipping and handling charges or applicable Taxes (defined below), if any, for which you are responsible and that will be separately identified on your receipt.

When you purchase Printed Works through the Site and Services, Original Work of Art and its third party service providers will collect your billing and shipping information, process your payment and ship the Printed Works directly to you. The terms and conditions of 1create Limited then-current Return Policy apply to any Printed Works that you purchase through the Site and Services.

When you purchase Printed Works via Online Sales (other than via the Site and Services) and Offline Sales such purchases will be subject to the terms and conditions of the applicable Online Sales and Offline Sales channels which will be presented to you at the time of purchase.

Purchases of Original Works of Art

You may purchase Original Works of Art that are listed by 1create Members on the Site directly from the artist via the contact page of their Creative Network Account.

When you purchase such an Original Work of Art through the Site and Services, you are purchasing the work from the 1create Member identified on their Creative Network Account for such work.

Prices for Original Works of Art will be provided directly from the 1create Member. You acknowledge that prices do not include shipping and handling charges or applicable Taxes, if any, for which you are responsible and which will be separately identified on your receipt provided via the member and not 1create Limited.

The Member and creator of the Original Work of Art will ship the purchased work directly to you.

The terms and conditions of 1create Limited Return Policy is non-applicable and any dispute should be taken up with the registered member responsible for the Original Work of Art.

Order Cancellations

1create Limited reserves the right to cancel any order for a Printed Work placed via the Site and Services if determines, in its sole discretion, that the item is mispriced, out of stock, discontinued, or otherwise unavailable at the price listed via the Site and Services.

If 1create Limited cancels an order placed via the Site and Services, 1create Limited will send you an email confirmation of such cancellation and you will not be charged for your order.

Terms for both Sellers and Purchasers

Transaction Restrictions

If you are a Member, have submitted a listing for a printed or digital work and have been contacted through the Site and Services by a buyer with respect to purchasing either of the foregoing, you may not sell such a piece independently of the Site and Services.

If you are a purchaser of Original Works and/or Printed Works, you acknowledge that 1create Limited will add Taxes to the amounts charged, as a separate charge, when required or when allowed to do so.

Each party will be responsible for complying with any and all obligations imposed on it under applicable law with respect to the collection and payment of any Taxes.

Each party will cooperate with the other party, and furnish the other party with any customary written documentation or forms required under applicable law to enable the other party to comply with such obligations or to exercise any rights available under applicable law to minimize or to qualify for an exemption from any such obligations.

Colour

You understand and agree that 1create Limited uses commercially reasonable efforts to display the colours of Digital Works and Printed Works accurately via the Site and Services.

However, because individual computer monitors (and other digital displays) may display colours differently, 1create Limited is not responsible for the colour accuracy of any Digital Works or Printed Works displayed on the Site and Services, and disclaims all liability in this regard.

Member Content

In addition to submitting listings for Original Works of Art and Digital or printed Works, 1create Limited may, in its sole discretion, designate areas of the Site in which Members can post, upload, publish or submit text, graphics, audio, video, images of works of art or other content on or to the Site (individually or collectively, "Member Content").

"Member Content" excludes any images of Original Works of Art or Digital Works for which a Member submits for sale, as described under "Seller Terms and Conditions" above.

1create Limited does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that a Member may have to use and exploit any such Member Content.

By making available any Member Content on or through the Site and Services,

(i) you grant 1create Limited a worldwide, non-exclusive, transferable, royalty-free, commission-free license to crop, resize, publicly display, publicly perform, distribute, broadcast and transmit such Member

Content on or through the Site and Services in any form, medium or technology now known or later developed, for the purpose of promoting 1create.co.uk, the Site and Services, and

(ii) you grant directly to other Members the right and license to view your Member Content on or through the Site and Services only in connection with such viewers and Member's authorised or unauthorised use of the Site and Services.

You reserve all other rights and licenses in and to any Member Content that you make available on or through the Site and Services.

You acknowledge and agree that you are solely responsible for any Member Content that you make available on or through the Site with your consent. You represent and warrant that:

(i) you are the sole and exclusive owner of all Member Content that you make available on the Site or that you have all rights, licenses, consents and releases that are necessary to make available such Member Content and to grant all rights and licenses in such Member Content as granted under these Terms; and

(ii) neither the Member Content nor your making available any Member Content on the Site nor any use of any Member Content as permitted under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

General Prohibitions

Reproduction, distribution, republication, and/or retransmission of material contained within this website are prohibited unless the prior written permission of 1create Limited has been obtained.

You agree not to do any of the following:

- - Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that:

(i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

(ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;

(iii) is fraudulent, false, misleading or deceptive;

(iv) is defamatory, obscene, pornographic, vulgar or offensive;

(v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

(vi) is violent or threatening or promotes violence or actions that are threatening to any other person;

(vii) harms minors in any way; or

(viii) promotes illegal or harmful activities or substances.

- Use, display, mirror or frame the Site, or any individual element within the Site, 1create Limited name, any 1create Limited trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without 1create Limited express written consent;
- Access, tamper with, or use non-public areas of the Site, 1create Limited computer systems, or the technical delivery systems of 1create Limited providers;
- Attempt to probe, scan or test the vulnerability of any 1create Limited system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by 1create Limited or any of 1create Limited providers or any other third party (including another user) to protect the Site, Services, 1create Limited Content or Member Content;
- Attempt to access or search the Site, Services, 1create Limited Content or Member Content or download 1create Limited Content or Member Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by 1create Limited or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a 1create Limited trademark, logo URL or product name without 1create Limited express written consent;
- Use the Site, Services, 1create Limited Content or Member Content for any commercial purpose or the benefit of any third party in any manner not otherwise permitted by these Terms;
- Collect or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

1create Limited will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

1create Limited may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

You acknowledge that 1create Limited has no obligation to monitor your access to or use of the Site or Services or to remove any Member Content, but has the right to do so for the

purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

1create Limited reserves the right, at any time and without prior notice, to remove or disable access to any Member Content, listings for Original Works of Art or Digital Works, 1create Limited Content or any other text, graphics, images, software, music, audio, video, information or other content or material that 1create.co.uk, at its sole discretion, considers to be objectionable, in violation of these Terms or otherwise harmful to the Site or Services.

Copyright Policy

1create Limited respects copyright law and expects its users to do the same. It is 1create Limited policy to terminate in appropriate circumstances of Members who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see disclaimers for more information

Indemnity

You agree to defend, indemnify, and hold 1create Limited, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Services, 1create Limited Content or Member Content, or your violation of these Terms.

Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Services, 1create Limited Content and Member Content remains with you.

Neither 1create Limited nor any other party involved in creating, producing, or delivering the Site, Services, 1create Limited Content or Member Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Site, Services, 1create Limited Content or Member Content, or from any communications, interactions or meetings with other Members or users of the Site or Services or other persons with whom you communicate or interact as a result of your use of the Site or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not 1create Limited has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

In no event will 1create Limited aggregate liability arising out of or in connection with these Terms or from the use of or inability to use the Site, Services, 1create Limited Content or Member Content exceed:

(i) if you are a Member who has sold Original Works of Art or has licensed Digital Works and has received any Artist Revenue Share from 1create Limited from the sale of Printed

Works, the total payments made or credited to you by 1create Limited for the sale of your Original Works of Art and/or from the sale of Printed Works based on your licensed Digital Works during the three (3) month period preceding the date a claim for liability arises under these Terms; and

(ii) if you are a Member who has purchased Original Works of Art or Printed Works, the total payments that you made to 1create Limited for the Original Works of Art and/or Printed Works that are the subject of a claim.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between 1create Limited and you.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of 1create.co.uk used herein are trademarks or registered trademarks of 1create Limited. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between 1create Limited and you regarding the Site and Services and these Terms supersede and replace any and all prior oral or written understandings or agreements between 1create Limited and you regarding the Site and Services.

Assignment

1create Limited may assign or transfer these Terms, at its sole discretion, without restriction.

You may not assign or transfer these Terms, by operation of law or otherwise, without 1create Limited prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect.

Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted to required here under, including those regarding modifications to these Terms, will be in writing and given:

- (i) by 1create Limited via email (in each case to the address that you provide) or
- (ii) by posting to the Site.

For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.