

Last Updated Date: *April 2018*

Artyrama Ltd. ("*Artyrama Online*," "*we*" or "*our*") provides a service for selling and purchasing original works of art and commercially exploiting digital images of works of art (the "*Services*") through our website, accessible at www.artyramaonline.com (the "*Site*"). Please read carefully the following terms and conditions ("*Terms*") and our Privacy Policy, which may be found at www.artyramaonline.com/privacy and which is incorporated by reference into these Terms. These Terms govern your access to and use of the Site and Services and constitute a binding legal agreement between you and Artyrama.

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, UNDERSTOOD 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, DO NOT ACCESS OR USE THE SITE OR OUR 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.

Modification

Artyrama reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify, add or delete sections of these Terms, at any time and without prior notice. It is your responsibility to check these Terms of Use periodically for changes. 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. As long as you comply with these Terms, Artyrama grants you a personal, non-exclusive, non-transferable, limited privilege to use the Site or its Services.

Eligibility

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

Account Registration

In order to list a work on the Site or to make a purchase through the Site, you must first create an account (“**Account**”) by completing our registration process. During the registration process you will be required to provide certain information and you will establish a username and a password. Upon completion of our registration process you will become a “**Member**.” You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Artyrama reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You are responsible for maintaining the confidentiality of your login credentials. You undertake to promptly notify us if you suspect that your Account credentials have been compromised or stolen. You agree to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. Artyrama shall not be liable for any loss or damage arising from your failure to follow these obligations.

Privacy

See Artyrama's Privacy Policy at www.artyramaonline.com/privacy for information and notices concerning Artyrama's collection and use of your personal information.

Seller Terms and Conditions

Listing Works on the Site

As a Member, you may submit original works of art ("**Original Works of Art**") that you have created and desire to sell through the Site and Services. You shall not submit for listings on the Site 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 our Services. You shall not submit Digital Works that were created by another artist for listing on the Site. In order for your Original Work of Arts or Digital Works to be accepted for listings on our Site, you must provide Artyrama with all the information requested on the applicable page of our Site and you must comply with any other Artyrama requirements as identified on such page. Without limiting the generality of the foregoing, if you submit Original Work of Arts or Digital Works for sale you may be required to verify your identity by separately providing Artyrama with a copy of a government-issued ID or other Know Your Customer documentation that Artyrama may request. Artyrama reserves the right to edit any Original Work of Arts or Digital Works to ensure that they comply with our guidelines. You acknowledge that your Original Work of Arts or Digital Works may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). The placement of your Original Work of Arts or Digital Works in search and browse results may be based on factors that include without limitation title, keywords and price.

You acknowledge that Artyrama reserves the right to promote and market Original Works of Art and/or Digital Works through the use of sales and/or discounts. The sale or discount amount will apply to the listing price of Original Works of Art and/or Printed Works (defined below) relating to the Digital Works. You always retain the right to remove a listing for an Original Work of Art or Digital Work from the Site provided you notify Artyrama seventy-two (72) hours prior to removing such Original and or Digital Works. Please see below for instructions.

If you want to remove a listing for an Original Work of Art or Digital Work from the Site you must go to your Account, click on the image you want to delete and then click on Delete and follow the steps set forth on that page. You can contact Artyrama if the works were listed by Artyrama on your behalf.

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:

1. the Original Works of Art that you make available through the Site and Services, you are the creator of all such Original Works of Arts and you are the sole and exclusive owner of all such Original Works of Art;

1. the Digital Works that you make available through the Site and Services, you are either the sole and exclusive owner of all such Digital Works or you have all rights, licenses, consents and releases that are necessary to grant to Artyrama the rights in such Digital Works as contemplated under these Terms;

- neither the Original Works of Art nor Digital Works that you make available through the Site and Services nor Artyrama's use and exploitation thereof as contemplated 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;

1. that Artyrama will not need to obtain licenses from any third party or pay royalties to any third party with respect to your Original Work of Arts and or Digital Works provided. Upon request, you will provide documentation necessary to authenticate your rights to such content and verify your compliance with these Terms of Use or any applicable terms;

1. that the Original Work of Arts and or Digital Works can be treated as non-confidential and non-propriety by Artyrama whether you mark them “confidential”, “propriety” or “otherwise.”

Online Sales

If you submit Original Works of Art for listing on the Site, you hereby appoint Artyrama 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 Artyrama a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to: (i) use, reproduce, distribute, publicly perform and publicly display copies of the Original Work of Art Sales 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 Artyrama, 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 as agreed, which is payable only upon the sale of an Original Work of Art via the Online Sales channel.

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

If you submit listings for Digital Works, you hereby grant Artyrama 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 Artyrama, 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 as agreed, which is payable only upon the sale of a Digital work via Online Sales

channels and Offline Sales channels. Artyrama may appoint one or more third party subcontractors, who may exercise the license rights above for the purpose of enabling Artyrama to process and fulfill orders for Printed Works.

As between you and Artyrama, Artyrama will be deemed the seller of any Original Works of Art and 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 Artyrama, these Terms will apply to the sale of such Original Work of Art and/or Printed Work.

Artyrama 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 Artyrama's 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 Artyrama and the third party website or Artyrama's Offline Sales partner, as applicable, to Artyrama and share related shipping information, including the contact details of the purchaser where necessary, with Artyrama.

For Original Works of Art only that have been agreed to be shipped by you, Artyrama will provide you with the name and address of the purchaser and, unless otherwise instructed in writing by Artyrama, you will be responsible for shipping the purchased Original Work of Art directly to the purchaser. Artyrama will provide you with information regarding its preferred shippers with which Artyrama maintains an account. You agree to ship the purchased Original Work of Art to the purchaser within three 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. If you ship the purchased Original Work of Art via an Artyrama preferred shipper account, Artyrama will be responsible for the cost of shipping. You are responsible for providing accurate shipping weight, shipping dimensions and shipping address to Artyrama if you are using an Artyrama preferred shipper. If actual shipping weight, shipping dimensions and shipping origination information

at the time of shipment varies from the information provided by you, Artyrama (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 an Artyrama preferred shipper or if you pay for the cost of shipping yourself, Artyrama will reimburse you for the amount you paid, up to the amount that Artyrama or the third-party website charged the purchaser for shipping.

For sales of Original Works of Art via the Site and Services, subject to Artyrama's receipt of confirmation of delivery to the purchaser, Artyrama 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, Artyrama 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 Artyrama, in its sole discretion.

You agree to comply with the terms and conditions of Artyrama's 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, Artyrama will credit your Account visible in the Sales Dashboard with the applicable Artist Revenue Share as set forth in Artyrama's then-current standard pricing and commission terms, which, as noted above.

You will have the right to request Artyrama to remit the Artist Revenue Share in your Account in accordance with a Artyrama-designated payment schedule. Upon the termination of these Terms or cancellation of your Account, Artyrama 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 Artyrama 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 Artyrama and its third-party subcontractors to fulfill any in-progress orders for such Printed Works and for any orders for such Printed Works accepted by Artyrama 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 Artyrama with respect to using such Digital Work to promote Artyrama, the Site and the Services will remain in full force and effect for only as long as necessary for Artyrama to fulfill any current obligations that require using the Digital Work for such promotional purposes.

Purchaser Terms and Conditions

Purchases of Original Works of Art

As a Member, you may purchase Original Works of Art that are listed by other Members on the Site. When you purchase such an Original Work of Art through the Site and Services, you are purchasing the work from Artyrama and not from the Member identified on the listing for such work. Prices for Original Works of Art will be as specified on the applicable listing. You acknowledge that prices do not include applicable Taxes (defined below), if any, for which you are responsible, and which will be separately identified on your receipt. Artyrama and/or its third-party service providers will collect your billing and shipping information and process your payment. The Member identified on the listing of the Original Work of Art or Artyrama will ship the purchased work directly to you. The terms and conditions of Artyrama's then-current Return Policy apply to any Original Works of Art that you purchase through the Site and Services. When you purchase Original Works of Art via Online Sales (other than via the Site and Services) such purchases will be subject to the terms and conditions of the applicable Online Sales channels which will be presented to you at the time of purchase.

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 do not include 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, Artyrama 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 Artyrama's 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.

Order Cancellations

Artyrama reserves the right to cancel any order for an Original Work of Art or Printed Work placed via the Site and Services if Artyrama 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 Artyrama cancels an order placed via the Site and Services, Artyrama will endeavour to 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 and have submitted a listing for an Original Work of Art or a Digital Work and have been contacted through the Site and Services by another Member with respect to purchasing either of the foregoing, you may not sell such Original Work of Art or Digital Work to such Member independent of the Site and Services. Similarly, if you are a Member and desire to purchase an Original Work of Art or Digital Work for which another Member has submitted a listing, you may not purchase such Original Work of Art or Digital Work from such Member independent of the Site and Services.

Taxes

All prices, commissions, fees and other amounts referred to in these Terms, including any prices, commissions and fees set forth on the Site, are stated in the desired currency selected by the purchaser, and do not include any sales, use, value added taxes (“*VAT*”) or similar taxes or withholding taxes or any customs, duties or tariffs that may be assessed by any governmental tax authority or that are otherwise payable under applicable law with respect to the purchase, sale and licensing transactions contemplated

hereunder (collectively, "**Taxes**"). If you are a seller of Original Works and/or Printed Works, you acknowledge that Artyrama will withhold the Taxes required to be withheld from the payments Artyrama makes to you. Seller must fill out appropriate Tax forms prior to any commissions being paid.

If you are a purchaser of Original Works and/or Printed Works, you acknowledge that Artyrama 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.

Color

You understand and agree that Artyrama uses commercially reasonable efforts to display the colors of Original Works of Art, Digital Works and Printed Works accurately via the Site and Services. However, because individual computer monitors may display colors differently, Artyrama is not responsible for the color accuracy of any Original Works of Art, Digital Works or Printed Works displayed on the Site and Services and disclaims all liability in this regard.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("**Feedback**"). You may submit Feedback by emailing us. You acknowledge and agree that all Feedback will be the sole and exclusive property of Artyrama and you hereby irrevocably assign to Artyrama and agree to irrevocably assign to Artyrama all of your right, title and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Artyrama's request and expense, you will execute documents and take such further acts as Artyrama may reasonably request to assist Artyrama to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback.

Member Content

In addition to submitting listings for Original Works of Art and Digital Works, Artyrama 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 a listing, as described under "Seller Terms and Conditions" above. Artyrama 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 Artyrama 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 Artyrama, the Site and Services, and (ii) you grant directly to other Members and other users of the Site the right and license to view your Member Content on or through the Site and Services only in connection with such user or Member's authorized 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. 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.

Artyrama Content

Artyrama may also make available through the Site and Services text, graphics, audio, video and images of works of art (collectively, “**Artyrama Content**”), some of which is owned by Artyrama (“**Artyrama-owned Content**”), and some of which is made available under license by a third party (“**Artyrama-licensed Content**”). Artyrama authorizes you to download, view and print Artyrama-owned Content” solely for your personal use in visiting the Site and, if you are a Member, in connection with exercising the rights granted to Members under these Terms. For Artyrama Licensed Content, the scope of your rights thereto will be solely as set forth in the applicable license agreement that governs the use of such content, as identified on the page of the Site where such content appears. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Artyrama or its licensors, except for the licenses and rights expressly granted in these Terms or the applicable license agreement.

General Prohibitions

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, Artyrama’s name, any Artyrama trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Artyrama’s express written consent;
- Access, tamper with, or use non-public areas of the Site, Artyrama’s computer systems, or the technical delivery systems of Artyrama’s providers;
- Attempt to probe, scan or test the vulnerability of any Artyrama system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Artyrama or any of Artyrama’s providers or any other third party (including another user) to protect the Site, Services, Artyrama Content or Member Content;

- Attempt to access or search the Site, Services, Artyrama Content or Member Content or download Artyrama 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 Artyrama 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 an Artyrama trademark, logo URL or product name without Artyrama's express written consent;
- Use the Site, Services, Artyrama Content or Member Content for any commercial purpose or the benefit of any third party in any manner not otherwise permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Artyrama Content or Member Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Artyrama Content or Member Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- 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.

Artyrama will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Artyrama may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Artyrama 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. Artyrama 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, Artyrama Content or any other text, graphics, images, software, music, audio, video, information or other content or material that Artyrama, at its sole discretion, considers to be objectionable, in violation of these Terms or otherwise harmful to the Site or Services.

Sweepstakes and Contests

Artyrama may operate sweepstakes, contests and similar promotions (collectively, "*Promotions*") through the Site and Services. You should carefully review the rules (e.g., the "*Official Rules*") of each Promotion in which you participate through the Site and Services, as they may contain additional important information about Artyrama's rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotions. To the extent that the terms and conditions of any Official Rules conflict with these Terms, the terms and conditions of the Official Rules will control.

Ownership

The Site, Services and Artyrama Content are protected by copyright, trademark and other laws of the Federal Republic of Nigeria. Except as expressly provided in these Terms, Artyrama and its licensors exclusively own all right, title and interest in and to the Site, Services and Artyrama Content and Printed Works, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Artyrama Content.

Copyright Policy

Artyrama respects copyright law and expects its users to do the same. It is Artyrama's policy to terminate in appropriate circumstances of Members or other Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that Artyrama is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Artyrama of such websites or resources or the

content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Termination and Account Cancellation

If you breach any of these Terms, Artyrama will have the right to suspend or disable your Account or terminate these Terms, at its sole discretion and without prior notice to you. Artyrama reserves the right to revoke your access to and use of the Site, Services, Artyrama Content and Member Content at any time, with or without cause. In the event Artyrama these Terms for your breach, you will remain liable for any amounts due hereunder. You may cancel your Account at any time by sending an email to us.

Disclaimers

THE SITE, SERVICES, Artyrama CONTENT AND MEMBER CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, Artyrama EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Artyrama MAKES NO WARRANTY THAT THE SITE, SERVICES, Artyrama CONTENT OR MEMEBR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. Artyrama MAKES NO WARRANTY REGARDING THE QUALITY OF ANY WORKS, SERVICES, CONTENT OR PRODUCTS PURCHASED OR OBTAINED THROUGH THE SITE OR SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM Artyrama OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU

UNDERSTAND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, ARTYRAMA DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF MEMBERS OR OTHER USERS OF THE SITE OR SERVICES, NOR DOES Artyrama MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF ANY MEMBERS OR USERS OF THE SITE OR SERVICES. ARTYRAMA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You agree to defend, indemnify, and hold ARTYRAMA, 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, Artyrama Content or Member Content, breach of any representation or warranty contained in these Terms 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, Artyrama Content and Member Content remains with you. Neither Artyrama nor any other party involved in creating, producing, or delivering the Site, Services, Artyrama 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, Artyrama 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 Artyrama 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 Artyrama's aggregate liability arising out of or in connection with these Terms or from the use of or inability to use the Site, Services, Artyrama 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 Artyrama from the sale of Printed Works, the total payments made or credited to you by Artyrama 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 or third party who has purchased Original Works of Art or Printed Works, the total payments that you made to Artyrama 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 Artyrama and you.

Proprietary Rights Notices

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

Applicable Law

These Terms shall be interpreted and governed by the laws of the Federal Republic of Nigeria.

Dispute Resolution

The Nigeria Courts shall have jurisdiction to determine any controversy, claims or dispute arising from or relating to these Terms.

Entire Agreement

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

Assignment

We may at any time assign our rights or any part of the same in these Terms without your consent

Notices

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by Artyrama 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.

General

The failure of Artyrama to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

No Partnership

Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind.