

GENERAL TERMS AND CONDITIONS
OF UMYE WEB SITE AND SOCIAL MEDIA APP USE
- TERMS OF USE FOR "ARTISTS"

The following terms and conditions of use apply to the UMYE web site and the UMYE social media app which enables interactive online content management, where any user registered as an “artist” (hereinafter: ARTIST) may, under the terms and conditions set forth herein, publish, edit and use content, and also communicate with other users registered within the UMYE social media app (hereinafter: UMYE services).

By using the UMYE services each ARTIST confirms that he has read and understood the UMYE terms of use and that he is fully acquainted and compliant with them.

During the registration process the ARTIST is obliged to provide accurate information. UMYE will not be held liable for incorrect or incomplete information.

ARTIST agrees for a UMYE service fee in the amount of 2 € per month. The above service fee includes a lease of 2GB space on UMYE server, which ARTIST can use for content upload. UMYE services are free for ARTISTS for the first 6 months period. Upon expiry of the initial 6 month period, ARTIST will be charged a fee for UMYE services for the next six month or a one year period, all for a fee of 2 € per month. UMYE will not issue refunds for the collected fees to the ARTIST who for any reason whatsoever wishes to terminate his user profile / or for any reason whatsoever no longer wishes to use the UMYE services.

ARTIST is obliged to respond conscientiously on content explicitness during the content upload. Any sensitive contents will not be shown to users under the age of 18. It is forbidden to publish, use, transfer, send, and exchange any materials or contents which violate privacy, endanger or violate the rights of others, materials and contents which are by their nature illegal, as well as contents which violate the intellectual property rights of third parties or which disclose the personal third party data without adequate authorization.

When uploading contents copyrighted by a third party and for whose handling the ARTIST does not hold an adequate permission as an authorized representative, the ARTIST is obliged not to infringe the third party rights in any way as well as not to further edit or modify the works copyrighted by a third party which are published on UMYE. The ARTIST is further obliged to clearly and accurately state the authorship information when uploading content which is copyrighted by a third party. In case of copyright infringements for any content published on UMYE web site and UMYE social media app, UMYE will not be held liable. However, any content published on UMYE may serve as the evidence in court proceedings in the event of a dispute.

UMYE will not be held accountable for any potential discrepancies in colours between the artwork published on UMYE and its source, where the colour deviations arise from any technical issues resulting from the use of the information technologies (IT). Furthermore, UMYE will not be held accountable when in certain browsers size and shape of the artwork changes in regards to its source, all due to the use of algorithms built within the app and

within the web site. The aforementioned size and shape discrepancies can mean that in certain browsers only a portion of the artwork is shown in regards to its totality. UMYE will not be held accountable when in certain browsers within the app the author's name with other relevant copyright information will not be directly visible, all due to aforementioned reasons. UMYE reserves the right to further promote artwork published on UMYE, e.g. through "Artwork of the Week" programme or through UMYE blog, all with full respect of copyright and while clearly stating the author's name with every published work. Apart from these exceptions, UMYE does not claim any rights on artwork published on UMYE.

UMYE enables ARTISTS to sell their artwork either with a defined final selling price, or through the auctions. The users themselves hold full legal liability and are fully responsible for all financial transactions and deliveries of purchased objects. UMYE services are strictly limited to providing its users with a communication platform where they can settle agreements on art purchase. UMYE will not be held accountable for any damages the users may suffer in regards to financial transactions and artwork delivery. The users are obliged to settle any possible disputes between themselves. Furthermore, UMYE will not be held accountable for any third party claims arising from the resale rights. As sellers of artwork, ARTISTS are obliged to regulate any claims arising from resale rights directly with right holders.

The services for sale of artwork with a defined final selling price will not be charged additionally.

The auction services will be charged to the ARTIST in the amount of 3% of the final selling price. ARTIST will receive an UMYE invoice for the rendered service at the end of the month. ARTIST will receive the information on the auction ending and the final bid, along with a link to the user profile which gave the final bid, through the built-in UMYE Messenger. When the ARTIST disables communication through the built-in UMYE Messenger on his profile, he will receive the information on the auction ending and the final bid, along with an e-mail address of the user who gave the final bid, via e-mail sent by UMYE. The user who gave the final bid is obliged to purchase the artwork. The user will receive the information that his bid is final through the built-in UMYE Messenger.

UMYE reserves the right to contact its users for promotional and informational purposes.

Unless specifically stated on the web site and within the social media app, the owner and the right holder on UMYE web site itself and on UMYE social media app are UMYE and/or any physical and/or legal persons with whom UMYE will regulate their rights and obligations through a separate agreement.

Users are aware of the fact that occasional unavailability of UMYE services can happen due to force majeure. UMYE cannot be held accountable for such unavailability, as well as for any loss of data which may occur during the data transfer on the Internet.

UMYE reserves all rights to modify or terminate the UMYE website, UMYE social media app and any other content. If deemed necessary, UMYE reserves all rights to at any time

terminate or modify any of the Terms of Use stated herein. All modifications and changes of Terms of Use stated herein will come into effect immediately upon being published on UMYE website and on UMYE social media app.

All content on UMYE website and on UMYE social media app is protected by 1886 Berne Convention for the Protection of Literary and Artistic Works, 1952 Universal Copyright Convention, Universal Copyright Convention as revised at Paris on 24 July 1971, 1996 World Intellectual Property Organization Copyright Treaty and by the Directives and Regulations of European Parliament and of the Council. Unauthorized use of any part of the UMYE website and/or UMYE social media app, and/or design artwork, without permission of the author / right holder, is considered to be a copyright infringement and is subject to court proceedings with claim for compensation. Any violation of these Terms of Use may result with a copyright violation, infringement of trademark rights or any other intellectual property rights, which may lead to initiating court proceedings. Reproduction, duplication and/or distribution of UMYE website and UMYE social media app design pages, individual web page elements and app elements, as well as UMYE social media app logo design, is strictly prohibited.

Artwork / copyright, authors' personal information, their resumes, profile photographs or any information or documents published on UMYE website and UMYE social media app, may not be reproduced, distributed, made publicly available or used in any way for commercial purposes by third parties.

All content published on UMYE website and on UMYE social media app may only be used in accordance with UMYE Terms of Use, with full regard to all copyright and proprietary rights and in accordance with the applicable legal regulations.

All users fully accept any risks that may arise from using the content of UMYE website and UMYE social media app, all while agreeing to use those contents solely at their own risk.

UMYE fully disclaims any liability that may arise in any way due to the use of UMYE website and UMYE social media app, or misuse of its content, or for any damage that may occur to the users, or to any third party, in connection with the use, misuse or abuse of UMYE services.