



# Artist Agreement

LAST UPDATED 7/24/2023

## 1. Introduction

Welcome to Apostrophe.

You (also referred to as the "Member", "Seller", "Artist", "Gallery", or "Dealer") are entering into this Agreement with Apostrophe Gallery Inc. (also referred to as "Apostrophe", "we", "our" and "us") collectively referred to as the "Parties" and individually referred to as the "Party".

Think of this Agreement as shaking hands on a deal. This includes settling any potential disputes via arbitration instead of in a courtroom setting. If you prefer not to arbitrate, you can opt-out by following the instructions in our "Agreement to Arbitrate" section.

### Key Definitions

- a) Registered users of our Services are "Members" and unregistered users are "Visitors". If you apply to join Apostrophe and your application is accepted, you become a Member. If you have not been accepted and are not registered as a Member, you may access certain features as a "Visitor".
- b) "Seller" refers to you, the "Member", also referred to as the "Artist", "Gallery", or "Dealer" listing artwork on Apostrophe's platform.
- c) "Buyer" refers to an individual or entity who purchases your works through our services for personal use or for display in a commercial space, and may also be referred to as a "Customer", "Collector", or "Client".
- d) "Art" refers to an Artist's creation(s) or product(s) to be sold through Apostrophe's Services. May also be referred to as "artwork(s)", "work(s)", "piece(s) and/or "product(s)"

Remember, here at Apostrophe, we believe in clarity and transparency, and these principles guide our every action.

### Agreement

Agreeing and proceeding to use our platform implies you've read, fully understood, and are happy to stick by our Terms. You acknowledge that by clicking "Sign Up", "Create Account", or similar, registering, accessing or using our services, you are consenting to enter into a legally binding agreement with Apostrophe (even if you are using our Services on behalf of a company). If you're accepting these terms on behalf of a company or any other entity, such as a gallery or someone representing an artist, please ensure you have the authority to do so. Once agreed, these terms will be binding on your company or entity. If you disagree with this agreement ("Agreement", "Artist Agreement" or "User Agreement"), please do not click "Sign Up" (or similar) and refrain from accessing or using any of our



Services. You can terminate this agreement at any time by closing your account and discontinuing the use of our Services.

### Services

This Agreement applies to Apostrophe.art, ApostropheGallery.com, Apostrophe-branded apps, and other Apostrophe-related sites, apps, communications and other services that state that they are offered under this Agreement (“Services”). Your use of our Services is also subject to our [Privacy Policy](#), which covers how we collect, use, share, and store your personal information.

### Service Age Eligibility

Please be aware that our services are designed exclusively for users aged 18 and above.

### Changes

At Apostrophe, we believe in evolution, and just like any dynamic online platform this may sometimes require us to modify our Services, Privacy Policy and/or this Agreement from time to time. If we make material changes to it, we will provide you notice through our Services and/or by email, to provide you the opportunity to review the changes. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

## 2. Member Application

### Application Review & Acceptance

To sell art through Apostrophe, you must first submit an application and receive approval to register for an account (“Member Account”). Apostrophe commits to using good faith efforts to review your application to become a Member as promptly as possible. You acknowledge that Apostrophe is only able to accept a limited number of Members at any given time, and that Apostrophe is not obligated to accept you as a Member. You hereby release Apostrophe from any liability regarding the application and acceptance process.

By providing the requested information during the application and account registration process you are accepting these Terms and this Agreement.

## 3. Sellers

### Artists

By submitting your information and uploading your work, you agree and affirm that you are the rightful owner and/or possess the necessary rights to sell the art you list on Apostrophe.

### Artists with Gallery Relationships

In certain instances, we recognize that you might already have representation agreements in various territories. If you have such representatives, Apostrophe may, depending on circumstances and regulations, work with you to limit artwork availability in certain geographical areas where your representatives are located so that you do not receive orders from those geographical areas. As an Artist



(Seller), you affirm that you have explicit consent from your Gallery, Dealer, or other representatives to sell the artwork you upload to our platform. To discuss this you will need to [contact us](#).

### Galleries / Dealers

If you are a Gallery or Dealer representing other artists, it's crucial that you have clear and express written consent from the Artist(s) you represent. As a Seller, you affirm that you have explicit consent from your Artist/s to sell their artwork that you upload to our platform. Apostrophe may request proof of this consent when deemed necessary (including, without limitation, artist name, works to be sold, and relevant contact information). Apostrophe may, depending on circumstances and regulations, work with you to limit artwork availability in certain geographical areas where your Artist/s has other representation so that you do not receive orders from those geographical areas.

### Member Integrity

With these commitments, you're helping us maintain the integrity of our community and the authenticity of the artworks on Apostrophe. Thank you for your cooperation and understanding.

## 4. Account Registration

### Account Creation

To begin this journey, you're required to create an account — this involves a quick registration process where you'll provide some information and establish a username and password allowing you to log in to our Member Portal accessible at [portal.apostrophe.art](https://portal.apostrophe.art). Once completed, you will become a "Member" ("Seller") on our platform, joining our vibrant community of artists, galleries, and dealers.

### Accurate Information

We ask that you provide information that is accurate, current, and complete. Should any changes occur, such as change of address or contact details, we ask that you keep your account up to date. You agree that you will only have one (1) Apostrophe account, which must be in your real name or legal name of your entity. Creating an account with false information is a violation of our terms and this Agreement.

### Account Security

Your account password is a private key — protect it, keep it confidential, and never share it with others. You acknowledge that you are solely responsible for your password and all activities conducted under your account, and agree to indemnify Apostrophe against any liabilities or consequences stemming from actions taken under your account. In the event of any unauthorized use of your account, please alert us immediately.

### Privacy

See Apostrophe's Privacy Policy at <https://www.apostrophe.art/policies/privacy-policy/> for information and notices concerning Apostrophe's collection and use of your personal information.



## 5. Onboarding

### Artist (Seller) Dashboard

Each Member has an Artist (Seller) Dashboard accessible via the Member Portal. The Dashboard serves as a repertoire of all sales data, including sales history, payouts, inventory, and (some) Buyer information.

### Profile Page

Each Member has a dedicated profile page on the Apostrophe platform featuring their artwork (including descriptions and other pertinent information) (“Profile Page”). Apostrophe may help to create and design your Profile Page using the information you provide. You agree that Apostrophe may adjust, edit, or remove content you submit to comply with Apostrophe’s internal guidelines and requirements. Apostrophe reserves the right to approve the final look and feel of your Profile Page at our sole discretion.

### Artwork Portfolio & Inventory

As part of the application and/or onboarding process, you agree to submit to Apostrophe your CV and a portfolio of your available artwork collection. This should include the following information: (i) artwork title; (ii) medium; (iii) dimensions & weight; (iv) price; (v) edition size if applicable; and (vi) descriptions. The portfolio must align with Apostrophe’s Artwork Guidelines and the type of artwork must fall under one of the following categories;

a. Original / Unique Work

An Original is a one-of-a-kind piece, often used interchangeably with a “Unique” work.

b. Limited Edition

Limited Edition means the artist has restricted the total number of works produced so that each edition retains its value as the edition size will never change. The Edition is represented as a fraction in the listing, i.e.; 5/10 means the work is the 5th edition in an edition run limited to 10.

c. Open Edition

An open-edition is a high-quality print reproduction of a unique / original artwork.

### High-Resolution Photographs

You are required and agree to provide high-resolution photographs of your artwork in accordance with Apostrophe’s photography guidelines. Any photographs that could reasonably be considered objectionable, profane, indecent, harassing, threatening, embarrassing, hateful or otherwise inappropriate are prohibited. You shall submit all photographs as directed by Apostrophe, and Apostrophe will select the best quality and most appropriate photographs for your Profile Page. Apostrophe reserves the right to reject content that violates our guidelines or our Terms.

### Color

You understand and agree that Apostrophe uses commercially reasonable efforts to display the colors of Original Works of Art, Digital Works and Printed Works accurately via the Services. However, because individual computer monitors may display colors differently, Apostrophe is not responsible for the color



accuracy of any Original Works of Art, Digital Works or Printed Works displayed on the Services, and disclaims all liability in this regard.

## 6. Member Accountability

### Intellectual Property

As a Member, you represent and guarantee that all artwork you display on Apostrophe, whether Unique pieces, Limited Editions, or Open Edition prints, are your original creations, or you have the necessary rights and permissions to display and sell them. You affirm that your artwork and its usage by Apostrophe will not infringe on any third party's intellectual property rights, privacy rights, or any other legal or moral rights.

### Liability & Compliance

By listing on Apostrophe, you recognize that it's your responsibility to meet our listing requirements and you agree to absolve and indemnify Apostrophe of any liability or consequences that arise from your listings. Failure to comply with our listing guidelines or General Prohibitions may lead to deactivation of listings, temporary suspension or even permanent termination of your account, at our sole discretion and without prior notice to you.

### Inventory Management

As an Artist (Seller), it is your responsibility to keep your artwork listings/inventory and/or the listings/inventory of the artists you represent updated. If an artwork is sold outside of Apostrophe, it is the responsibility of the Seller to remove the listing from Apostrophe. If a sale is canceled because a work has already been sold but "sells" on Apostrophe because the Seller did not update their inventory or remove the listing, the Seller must notify us immediately in writing by emailing [artists@apostrophe.art](mailto:artists@apostrophe.art) within two (2) days (48 hours) of the sale on Apostrophe, otherwise we may impose a Sales Cancellation Fee.

While sales cancellations by Artists (Sellers) are rare, and some cancellations may be beyond a Seller's control, cancellations by Sellers can undermine Buyer's confidence in Apostrophe and our community of artists. In some cases, we may waive fees and other consequences if the Seller cancels because of extenuating circumstances or certain valid reasons, to be determined at Apostrophe's sole discretion. Multiple instances of sales cancellations may result in suspension or termination of the Seller account.

For Sales Cancellations in which we determine is due to mismanagement of inventory, we may impose fees subject to a minimum of \$50 USD and a maximum fee of \$1,000 USD. The fee will be based on the transaction amount and how promptly Apostrophe and the Buyer are notified by the Artist (Seller), and the number of previous instances a cancellation for this reason has occurred with the Seller in question. The amount will be determined in good faith at Apostrophe's sole discretion.

### Right to Refuse Sales

You have the right to refuse a sale to a Buyer for any reason by notifying Apostrophe in writing by emailing [artists@apostrophe.art](mailto:artists@apostrophe.art) within two (2) days (48 hours) of the sale. Repeated refusal may impact your visibility and search placement and/or promotion within Apostrophe.



### No Circumvention of Sales

Once a sale has occurred through Apostrophe by a Buyer, you agree that you will fulfill the sale placed by such Buyer solely through Apostrophe's platform. You further agree to not influence Buyer/s who were introduced to you through Apostrophe to transact offline or outside of Apostrophe in any manner, or otherwise circumvent Apostrophe's process in order to transact sales with the Buyer/s. Apostrophe reserves the right to suspend or terminate your Artist (Seller) Account if you fail to abide by these Terms.

## 7. Licensing

### Artist (Seller) Submitted Content

As part of our Services, and for the purposes of but not limited to, selling and promoting your work on Apostrophe, you may send to us and/or upload Artist (Seller) Submitted Content which may include but is not limited to, your artwork(s), images, photographs, text descriptions, graphics, and other materials (collectively, "Artist (Seller) Submitted Materials") which you agree are subject to the following terms and conditions.

### Ownership

You will retain ownership of such Artist (Seller) Submitted Materials, and you grant Apostrophe and our parents, subsidiaries, affiliates, assignees, and designees, a non-exclusive, perpetual, royalty-free right and license to use, reproduce, distribute, create derivative works of and publicly display such Artist (Seller) Submitted Materials in any form, medium or technology now known or later developed in connection with the production or provision of Apostrophe's 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 will be in the form of the Artist Payout (defined in the respective section below), which is payable only upon the sale of artwork(s) via the Services.

For example, if you utilize Apostrophe's Services to sell an Open Edition Framed Print and a Buyer purchases said print from you, this clause allows us to prepare, manipulate (if necessary for printing) and transmit the Artist (Seller) Submitted Materials for printing, framing, packaging, and shipment.

### Promotion; Email, Social Media and Marketing

Unless you opt out by following the instructions below, Apostrophe may choose to highlight and feature certain Artists (Sellers), works and content at the top of their respective category on Apostrophe's landing/web pages, in email newsletters, on social media accounts or in any other channels or media at its discretion.

For example, if we want to highlight you or your artwork(s) on our Instagram or to our email list of collectors, this clause allows us to repost any Artist (Seller) Submitted Content in addition to any editorial content written by Apostrophe (such as curator commentary).

If you do not want to participate in Apostrophe's Promotion of our Artists (Sellers), please contact us at [artist@apostrophe.art](mailto:artist@apostrophe.art) and let us know.



## 8. Maintaining Pricing Integrity

### Consistent Pricing

We're all about transparency and fairness here at Apostrophe, so it's essential that the prices you list with us align with those listed externally, such as on other online art platforms, at galleries, the price listed on your own website or out of your studio. Remember, the prices you set should be exclusive of indirect taxes, like U.S. sales tax, VAT in EU or GST/HST, QST, PST in Canada.

### Pricing Audits

To ensure the integrity of our platform, Apostrophe performs routine price and content audits on the artwork listed. This includes verifying the consistency of your pricing across various platforms and addressing any discrepancies brought to our attention by patrons. If a discrepancy arises, we'll reach out to you to resolve the matter. Please note, if you're unable or unwilling to rectify these issues promptly, Apostrophe reserves the right to suspend or even terminate your artist account. It's our way of maintaining Apostrophe as a trusted marketplace.

### Maximum Price

Art can be listed up to a max of \$25,000. If your artwork exceeds this value, get in touch with us by emailing [artists@apostrophe.art](mailto:artists@apostrophe.art) for approval.

## 9. Sales, Shipping & Fulfillment

### Sales Notification

Apostrophe will notify you via email every time a Buyer purchases your artwork. Additionally, your Member Account will be updated with the new sale details including discounts applied (if any) and payout information.

### Shipping & Fulfillment for Originals and Limited Edition Prints

When a Buyer purchases your artwork(s), Apostrophe and its third-party service providers will manage billing and shipping details. You will be provided with the Buyer's information and, you are required to use Apostrophe's Shipping and Fulfillment Services to ship the sold piece/s unless otherwise approved in writing by Apostrophe.

You acknowledge that you are responsible to be available for Apostrophe's Shipping and Fulfillment Service to either *a)* Coordinate packing and/or pickup with a Third Party Shipping Provider, and/or *b)* Print your pre-paid shipping labels and self-ship artwork/s.

If you fail to fulfill and ship within a commercially reasonable timeframe, the sale may be canceled and your account may be flagged for review.

### Shipping Methods

*Premium*



For objects that require a high touch white glove service, these shipments are carried out by fine art technicians and climate-controlled, dual driver shuttles. Ideal for high value, fragile fine art and temperature sensitive objects.

#### *Select*

Shipments carried out by household movers/LTL middle mile trucks with optional white glove services at collection and delivery, such as assembly and unpacking. Ideal for oversized artwork(s) and design objects. Non climate deliveries can be curbside or inside.

#### *Parcel*

Artworks are collected and entrusted to a well-known carrier such as DHL, FedEx, or UPS. Shipping speeds include Ground, 2nd Day Air, Overnight (Domestic), Priority (Export), and Standard. This service is perfect for design objects, smaller artworks, and sculpture. All quotes include signature-required delivery and deliveries are curbside.

#### *Self Ship*

This option enables Artists (Sellers) to pack objects in-house and receive a prepaid shipping label with a small parcel provider via email, saving on time and cost.

#### Shipping Cost

When you use Apostrophe's Shipping and Fulfillment Service, the Buyer will cover the shipping cost which is calculated at the time of their purchase based on the Shipping Method selected. Any discrepancies between provided and actual shipping weight, dimensions, material or other details may result in deductions from your Payout, so please try to ensure accuracy.

#### Fulfillment Service for Open Editions

Apostrophe exclusively offers our Artists (Sellers) a "POD" (Print On Demand) fulfillment service for Open Edition Prints and Open Edition Framed Prints. When a Buyer purchases an Open Edition Print or Open Edition Framed Print on Apostrophe, our custom API signals our production facilities to begin the printing, framing, and fulfillment process, thereby allowing our artist to take a "hands off" approach to the production, fulfillment and shipping of Open Edition orders. If you use Apostrophe's Shipping and Fulfillment Service, the Buyer will cover the shipping cost which is calculated at the time the order is placed.

By submitting and uploading Open Edition works to our platform, you are granting Apostrophe and its third party production partners your approval to print, frame, package, and otherwise fulfill and ship Open Edition Prints or Open Edition Framed Prints on your behalf, and you agree that the associated Productions Costs (or "COGS") as defined in Section 9, will be deducted from the Sale(s) Subtotal.

#### Damaged or Missing Products

Buyers are responsible for contacting us within ten (10) days of receipt or estimated delivery date of the artwork to try to resolve issues relating to damaged or missing works in a sale. Apostrophe will notify you if a Buyer reports a work is damaged or missing, and will pass along any photographs of damaged works that we receive and will verify damages with you.





When you use Apostrophe's Shipping and Fulfillment Service, Apostrophe will work with you to resolve the issue, including filing a claim with our third-party shipping provider. We highly recommend taking photos of the works sold prior to shipping (artwork alone and in packaging) in the rare case a work is damaged or goes missing for claims with the shipping provider. If you do not take photos you acknowledge that we may not be able to get reimbursement from the shipping provider for damages which occurred during shipment.

If you do not use Apostrophe's Shipping and Fulfillment Service, you acknowledge and agree that you alone are responsible for shipping and delivery to the Buyer, and are responsible for resolving issues in regards to damaged or missing works, including making a claim with your shipping provider, and you hereby release Apostrophe from any liability with regard thereto.

Apostrophe reserves the right to deduct payouts or charge the bank account or any payment method we have on file associated with your account related to works that are reported as damaged or missing in the very rare instance that we determine that you, the Artist (Seller) are at fault for the damaged or missing work. You have the right to dispute the charge with Apostrophe, but we reserve the right to reject any dispute/claim created by you about the charge.

### Shipping Insurance

Except as stated (below) in this Agreement or as explicitly agreed to by the parties in writing, Apostrophe is not responsible for any shipping protection or insurance products.

a) *Open Edition Prints / Open Edition Framed Prints*

For Open Edition Prints and Open Edition Framed Prints fulfilled by Apostrophe, we maintain Shipping Insurance in the case of damaged or missing works and will take care of the claims process for you, in addition to providing a replacement to the Buyer, in the rare event that a work arrives damaged or goes missing.

b) *Original and Limited Edition Artworks*

When a Buyer reaches the final stage of the checkout process, Apostrophe offers them the option to select their Shipping Method and decide if they want to add insurance. Apostrophe does not require the Buyer to purchase insurance, so in order to facilitate any dispute you have with a Buyer, Apostrophe recommends that you purchase shipping insurance if you have concerns that the Buyer has opted out.

### Returns

While it is in Apostrophe and our Artist's (Seller's) interest to avoid returns, you acknowledge and give Apostrophe permission to act as an intermediary in the return process should it ever occur.

As per our [Returns & Refund Policy](#), if a Buyer is not satisfied with their purchase, they must contact us within ten (10) days of receipt to request a return which will be determined at Apostrophe's sole discretion, with input from the Seller. To qualify for a return, the artwork must be in the same condition as received and in its original shipping packaging unless otherwise approved by Apostrophe. In the rare case of damaged arrivals, the Buyer must notify Apostrophe within ten (10) days of delivery. Apostrophe does not accept returns after ten (10) days from the date of delivery.



Upon approving a return, the Buyer is required to ship the artwork back to the address provided by the Artist (Seller) at the Buyer's expense unless otherwise stated in writing. Please note, Apostrophe does not store returned artwork at our premises.

If a Buyer has paid for custom printing or framing, the Buyer will still be responsible for these costs and Apostrophe and/or the Artist (Seller) will be reimbursed, contingent upon which party incurred the upfront costs of production of the printing and/or framing.

Apostrophe does not accept returns for commissioned artwork. Commissions or custom work may be canceled by the Buyer within 24 hours of receiving a purchase confirmation.

## 10. Commissions, Payment Processing Fees and Payout Schedule

### Acceptance of Terms

By accepting this Agreement, you acknowledge and agree to Apostrophe Commissions, Discounts and Production Costs (when applicable), Payment Processing Fees, (as defined in this Section), calculations, other identified costs, and Payout Schedules set forth below. You agree and authorize Apostrophe and/or its payment processors to deduct all commissions and fees due and owing from your payout amount, and to settle and transfer funds to your bank account as designated by you through your Apostrophe Member Account and Artist (Seller) Dashboard.

If you are a Gallery or Dealer, you acknowledge and agree that you have the power and authority to agree to the foregoing with respect to all Artists whose work you sell on the Apostrophe platform.

### Payout Timing

Apostrophe makes Artist Payouts on the last business day of each month for any artwork(s) sales that occurred in the month prior. In other words, on May 31st we will initiate Payouts for any sales that occur during the April 1st - April 30th period. This allows us the necessary timeframe from the date of sale to account for and deal with any (unlikely) potential issues from the Buyer side, such as in the rare case of refund requests or fraud.

While Apostrophe strives to ensure our Artists (Sellers) are paid timely, there might be instances where payment may not be completed due to various reasons such as an Artist's breach of their obligations under this Artist Agreement, fraud, sold artworks that arrive damaged or go missing, or as a result of actions taken by your bank or financial institution. Apostrophe reserves the right to suspend payouts to your bank account due to pending disputes, excessive chargebacks or refunds, as necessary to comply with any request from Apostrophe's third party payment processors, and/or other improper or illegal activity as determined by Apostrophe in its sole discretion.

Subject to your compliance with this Agreement, after a shipment of a purchase has been scanned by the shipping provider and is in transit, Apostrophe will approve the transfer of your calculated Payout, in accordance with this Agreement, to your designated bank account within a maximum of sixty (60) days, unless otherwise agreed in writing. You acknowledge and agree that you are not entitled to any interest or other compensation associated with your Payout.



### Commissions

Except as explicitly stated otherwise and in writing, Apostrophe charges Artists (Sellers) the following commission (the "Commission") on sales made through Apostrophe (at times referred to as Apostrophe's "platform", "marketplace", and/or Apostrophe "gallery"):

- The commission charge is 40% of the Purchase Subtotal (as defined below) for all artwork(s) sold through Apostrophe.
- For further clarification, this means Artists (Sellers) receive a Payout of 60% of the Purchase Subtotal (as defined below) for all artwork(s) sold through Apostrophe.

### Discounts

Apostrophe acknowledges the value of strong and loyal partnerships. To show our appreciation, we offer trade discounts to verified business Buyers and/or their patrons. The extent of these discounts depends on the type of artwork and the specific conditions of each transaction, including factors such as sales volume, total value, Buyer history, and the nature of our relationship with the Buyer. If you wish to opt out of Discounts, you must notify us in writing by sending an email to [artists@apostrophe.art](mailto:artists@apostrophe.art) and receive a response from our team acknowledging confirmation of your request.

Discounts on Artwork(s) may be provided as follows:

a) *10% Discounts on Originals and Limited Editions*

For Unique and Limited Edition artworks, we provide up to a 10% discount off the listed price. This allows us to maintain the perceived and actual value of these pieces, while also making them more accessible to dedicated patrons.

b) *25% Discounts on Open Edition Prints*

When it comes to Open Edition prints, discounts of up to 25% may be arranged, particularly when a Buyer is making a substantial purchase - such as a hotel seeking to feature the same print in multiple rooms and placing a large volume order.

### Production Costs

For Open Edition prints or framed prints produced by Apostrophe, the Production Costs, which refer to the printing, framing, and fulfillment cost, sometimes referred to as "COGS" (Cost Of Goods Sold) or "COI" (Cost of Item), are deducted from the Purchase Subtotal. You may view the Apostrophe Production Costs PDF in your Artist (Seller) Dashboard and acknowledge that it is a CONFIDENTIAL DOCUMENT containing pricing information available exclusively to Apostrophe's Artists (Sellers). This data is confidential and by accessing it, you agree not to reproduce, redistribute or pass on this data, directly or indirectly, to any other person, in whole or in part, in any form, for any purpose.

### Payment Processing Fee

Artists (Sellers) will incur a Payment Processing Fee of 3.5% per transaction.



As used herein, the "Payment Processing Fee" refers to the fees from third-party payment processors, along with the costs of managing flexible payment terms for Buyers, ensuring that Artists (Sellers) get paid on time irrespective of Buyer's payment timing or method, as well as the costs of managing fraud and handling chargebacks, late payments, and defaults.

Purchase Subtotal

As used herein, the "Purchase Subtotal" means the total artwork(s) price, less any applicable discounts as detailed in the "Sales" section in the Artist (Seller) Dashboard.

Net Profit

As used herein, the "Net Profit" also referred to as the "Total Profit" means the final sale price that a work(s) is sold for, less any applicable discounts, payment processing fee and Production Costs (if applicable) as detailed in the "Profit" section in the Artist (Seller) Dashboard.

Commissions / Fees Breakdown & Example

The following is for reference purposes only and is an example of what a potential breakdown could look like when artwork(s) are sold through Apostrophe.

*a) Sale of an Original work of art priced at \$10,000 with a 10% discount*

PRICE	DISCOUNTS	PURCHASE SUBTOTAL	COGS	3.5% PAYMENT PROCESSING FEE ON SUBTOTAL	NET PROFIT	APOSTROPHE COMMISSION 40%	ARTIST (SELLER) COMMISSION 60%
\$10,000	10%	\$9,000	N/A	\$315	\$8685	\$3474	\$5211

*b) Sale of a 12 x 8" Open Edition Framed Print produced by Apostrophe priced at \$250*

PRICE	DISCOUNTS	PURCHASE SUBTOTAL	COGS	3.5% PAYMENT PROCESSING FEE ON SUBTOTAL	NET PROFIT	APOSTROPHE COMMISSION 40%	ARTIST (SELLER) COMMISSION 60%
\$250	N/A	\$250	\$100	\$8.75	\$141.25	\$56.50	\$84.75

11. General Prohibitions

By Using our Services, you agree not to:

- Share content that infringes on intellectual property rights, violates laws, is deceptive, offensive, promotes discrimination or violence, or harms minors.
- Misuse the Services, such as displaying, mirroring, or framing any element of the Services without express permission, or tampering with our systems or networks.
- Bypass security measures to access unauthorized areas or data, or use robots or other tools to mine data.



- Send unsolicited promotional materials or spam, use hidden text or metadata without permission, or use our Services for commercial purposes without permission.
- Manipulate any information sent through the Services, try to decompile our software, or interfere with user access.
- Collect personal data from users without permission, impersonate others, violate laws, or encourage others to do the same.

We reserve the right to investigate and prosecute violations to the fullest extent of the law. While we aren't obliged to monitor access or remove content, we may do so to ensure compliance with our Terms and to maintain the integrity of our Services. This could include removing access to objectionable content or listings at our sole discretion.

## 12. Disclaimer & Limitation of Liability

### No Warranty

APOSTROPHE AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, APOSTROPHE AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS APOSTROPHE HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), APOSTROPHE, INCLUDING ITS AFFILIATES OR SUBSIDIARIES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. APOSTROPHE AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO APOSTROPHE FOR THE SERVICES DURING THE TERM OF THIS CONTRACT, IF ANY, OR (B) US \$1000.

## 13. Confidentiality, Indemnification, & Defamation

### Confidentiality

The Parties acknowledge, understand, and agree that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information (such as financial information, i.e.; pricing, commissions, margins, etc.). Each Party shall maintain strict confidentiality of all such confidential information, and shall not, without obtaining the prior, express, written consent of the other Party, disclose any such confidential information to any third party except for information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock



exchange, or orders of the court or other government authorities; (c) is required to be disclosed by any Party to its shareholders, investors, legal counsel or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsel, or financial advisor shall be advised of the existence of this confidentiality provision and agree to bound by the confidentiality obligations similar to those set forth in this section. Disclosure of any confidential information by staff members, employees, contractors, affiliates, or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, in which case, such Party shall be liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

#### Indemnity

You agree to defend, indemnify, and hold Apostrophe, 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 Services, Apostrophe Content or Member Content, or your violation of these Terms. This section shall survive the termination of this Agreement for any reason.

#### Defamation

Each Party, shall not, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage or defame the other party, and/or it's owners, shareholders, and/or employees.

Notwithstanding the foregoing, nothing in this Agreement shall preclude either party from making truthful statements that are required by applicable law, regulation or legal process. This section shall survive the termination of this Agreement for any reason.

## 14. Arbitration

#### Dispute Resolution - Arbitration

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE INDIVIDUAL DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU SHOULD THERE BE A DISPUTE. YOUR AGREEMENT TO THESE TERMS INDICATES YOUR EXPRESS ACKNOWLEDGEMENT AND AGREEMENT THAT YOU HAVE READ AND UNDERSTAND HOW THE ARBITRATION PROVISION SET FORTH IN BELOW WORKS

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS.

You and Apostrophe agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to: (a) bring an individual action in small claims court; (b) the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights; (c) pursue an enforcement action through the applicable federal, state or local agency if that action is available; and (d) seek injunctive relief in a court of law in aid of arbitration. YOU ACKNOWLEDGE AND AGREE THAT YOU AND APOSTROPHE ARE EACH WAIVING THE RIGHT TO A



TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Apostrophe otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

#### Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The parties agree that the Federal Arbitration Act applies and will govern the interpretation and enforcement of this Arbitration Agreement.

#### Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an experienced (15+ years practicing) attorney licensed to practice law in the state of Delaware.

#### Arbitration Location and Procedure

The arbitration will be conducted in Delaware where Apostrophe Gallery Inc. is based. If your claim does not exceed \$10,000 USD, then the arbitration will be conducted solely on the basis of documents you and Apostrophe submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000 USD, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties.

#### Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent, to the extent permitted by law, with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable.

#### Arbitration Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. If applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Dispute Resolution provision to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration.

#### Changes

Notwithstanding the provisions of the "Modification" section above, if Apostrophe changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by



contacting us) within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of Apostrophe’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Apostrophe in accordance with the arbitration provisions of this “Dispute Resolution” section (however entitled) as of the date you first accepted these Terms or accepted any subsequent changes to these Terms.

## 15. Intellectual Property

### Proprietary Rights

The Services and Apostrophe Content are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Apostrophe and its licensors exclusively own all right, title and interest in and to the Services and Apostrophe Content, 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 Services or Apostrophe Content.

## 16. Termination

### Breach of Agreement and Termination

If you breach any of these Terms, Apostrophe will have the right to temporarily suspend or permanently terminate your Artist (Seller) Account, your eligibility to participate in any programs or promotions offered by Apostrophe, and/or terminate these Terms, in its sole discretion and without prior notice to you. Apostrophe reserves the right to revoke your access to and use of the Services at any time, with or without cause. In the event Apostrophe terminates these Terms or your Artist (Seller) Account for your breach, you will remain liable for all amounts due hereunder. You may terminate your relationship with Apostrophe at any time by contacting us or as otherwise deactivating your profile as indicated in your Artist (Seller) Account Member Dashboard. Apostrophe will take down your Page as soon as practical and will close your Seller Account once there has been an accounting of all monies due and owing. In the event of any termination of your Artist (Seller) Account, all program benefits or other promotional incentives accrued or earned by you or related to your Artist (Seller) Account will cease or otherwise be canceled.