

## Artist Collaboration Agreement

This Artist Terms document defines the requirements covering the collaboration between the Artist and YuniqueS Ltd, a limited corporation operating the Website (Deal-Rush.com and Craft-Ease.com). The successful creation of an artist account on this website through agreeing to the Artist Terms is contractually binding for both parties.

### DEFINITION:

**The Artist** is a natural person engaged in business activity, an unincorporated organizational entity that has been endowed with legal capacity on the basis of separate provisions, or a legal person, all of whom have created and currently maintain an account in order to provide access to artwork which they have delivered. Artist is not a consumer within the meaning of the law.

**The Artwork** is an illustration, photograph, or other non-textual material prepared for inclusion in a publication. It can be a painting, drawing, image, photo or any other artistic work. It is delivered in the form of data published and made available by the Artist to YuniqueS Ltd.

**The Agreement** is an agreement for the provision of services connected with the Artist delivering the Artwork to YuniqueS Ltd on the terms and conditions provided for in these Terms of Use.

**Website** [www.deal-rush.com](http://www.deal-rush.com), [www.craft-ease.com](http://www.craft-ease.com), any Internet websites and any third-party sales or marketing platforms run and operated by YuniqueS Ltd.

The Artist collaborating with YuniqueS Ltd agrees to follow [General Terms of Service](#) which can be found at the following web address <https://www.craft-ease.com/pages/general-terms-of-service>.

Alongside the above-mentioned general terms of service, the Artist also agrees to follow the terms defined in the following sections.

### ARTWORKS AND COPYRIGHTS

YuniqueS Ltd follows a strong ethic code regarding copyright, trademark and other rights of ownership.

The Artist keeps all rights to the Artwork provided by the Artist to YuniqueS Ltd, and may at any time remove his/her Artwork from the Website. All sales orders of customers for products related or based on the Artwork by the Artist that are placed before the deletion or removal request of the Artwork shall be carried out and completed to follow through with the sales contracts.

By providing the Artwork to YuniqueS Ltd, you confirm that you are the original owner of the Artwork or the rightful copyright holder with all required permissions. Having your Artwork on the Website means that YuniqueS Ltd, its subsidiaries or its parent company can make use of the submitted Artworks for advertising, promotional and endorsement purposes. By adding your Artwork, you also evaluate and bear any risk related to your user submission including, accuracy, completeness, usefulness or copyrights of the submitted materials. To your knowledge, user submissions are public and the original artist remains the ultimate copyright owner of the Artwork. For any dispute regarding any breach of intellectual property, any violation of copyright or legal right by Artist, YuniqueS Ltd does not bear any liability, responsibility nor any financial obligations.

You hereby grant YuniqueS Ltd the non-exclusive, royalty-free, sub-licensable and transferable right and license to use, reproduce, distribute, prepare derivatives, display and perform the user submission including its derivatives. YuniqueS Ltd reserves the ultimate rights to add, edit, remove, approve or disapprove any submission based on various verifiable and non-verifiable factors.

## **WEBSITE CONTENT**

The content that you submit as an artist including, but not limited to, your user information, photos, images, product descriptions, tags, any kind of labeling, titles or any text that describes your submission in any way must be accurate, original, ethical and not offending to any individual or community's sentiments. You will make the best effort to ensure that the provided information and elements is non-misleading in any way. If your content is found to be mis-leading, inaccurate or in any form violating the General Terms of Use, YuniqueS Ltd may delete such information and the related products in their entirety. YuniqueS Ltd, its subsidiaries or its parent company can make use of that submitted content for advertising, promotional and endorsement purposes.

In any suspected or unsolicited case of copyright infringement or violation of general terms of use, you are encouraged to report the matter in writing via email to [support@craft-ease.com](mailto:support@craft-ease.com).

## **REMOVAL OF ARTWORK OR ARTIST ACCOUNT**

The Artist reserves the right to edit or remove any submitted Artwork anytime from the start of the collaboration agreement. It may take up to 10 operational days to fulfill the request of any editing or removal of Artwork or Artist's information. The Artist must take into consideration of such a delay prior to making any related request . In cases when the relevant Artwork, information or the derivative materials have been committed for use or in active use during specific sales promotions or advertising campaigns; YuniqueS Ltd may only comply to the request of the Artist after fulfilling the commitment.

## **TERMINATION OF AN ARTIST ACCOUNT**

In any case of breach, non-conformity, infringement, violation of terms or policies, change of strategy and in unprecedented circumstances, YuniqueS Ltd reserves the right to terminate the collaboration with the Artist with or without prior notice.

Additionally YuniqueS Ltd reserves the right to remove, limit, suspend, terminate, prohibit access to the Artist's user account and his/her Artwork, and to discontinue the relationship with any users that YuniqueS Ltd determines are in violation of the General Terms of Use or public interest.

## **CUSTOMER INFORMATION & PRIVACY**

YuniqueS Ltd does not actively offer any customer data to any third party. On very rare occasion and when the situation is relevant, Artist may be provided with certain customer data such as email, phone number, name, order details. YuniqueS Ltd expects that the Artist treats the data with the utmost care and confidentiality, in total compliance with YuniqueS Ltd's privacy policy. YuniqueS Ltd does not sell any customer data to any third-party vendor nor entertain any Artist to use customer data in any unethical way. Artist is provided customer data only when it is necessary for order processing and performance analysis and thereby Artist is not granted any permission to send any unsolicited message(s) to any customer or to commit any unauthorized transactions. YuniqueS Ltd takes user privacy and safety of data very seriously and any Artist's non-confirming action can result into immediate suspension of the artist account or even legal pursuit.

You, as the Artist having an artist account on YuniqueS Ltd, are solely responsible for the data acquired through the artist user account with YuniqueS Ltd. Any customer data or commercial data that the Artist

acquires from YuniqueS Ltd and is covered under Deal-Rush or Craft-Ease Privacy Policy, must be kept confidential to the Artist him/herself. The Artist may also require to access data in form of portability, correction, deletion and objections to processing. In cases of violation of customer's privacy, the Artist will be solely responsible for actions taken through or by the help of his/her artist account. If Artist is fined, sued or are subjected to legal payments for unauthorized or unethical use of customer or commercial data, the Artist agrees to indemnify all related expenses incurred in the process while YuniqueS Ltd is exempted and waived of any liability or indemnity.

**PAYMENTS**

By submitting the Artwork to YuniqueS Ltd, you authorize YuniqueS Ltd to manufacture, sell, distribute and promote products displaying your artwork through the Website, YuniqueS Ltd’s communication, distribution channels, its subsidiary and parent companies. The prices charged to the customer for purchases made via YuniqueS Ltd’s sales distribution media include manufacturing fees, delivery/shipping fee, promotional fees and charges. As the Artist who signs this collaboration agreement with YuniqueS Ltd, you agree with YuniqueS Ltd regarding the commission schedule depicted as the following two cases: Case A and Case B, whichever is higher and not additional to one case to another:

- Case A: Commission on each sale brought through in-house, promotional activities or direct traffic generated by YuniqueS Ltd.
- Case B: Commission on each sale brought by the Artist through specific referral link(s) or promotional code provided to the Artist by YuniqueS Ltd.

See the below detailed commission schedule:

<b>Unit Price Sold (exclusive of shipping and tax and any additional fees)</b>	<b>Commission for artist</b>	
	<b>Case A</b>	<b>Case B</b>
Full price	5.00%	25.00%
Discounted price - up to 10% discount	5.00%	25.00%
Discounted price - 10% to 19.99% discount	5.00%	20.00%
Discounted price - 20% to 29.99% discount	5.00%	15.00%
Discounted price - 30% to 59.99% discount	5.00%	10.00%
Discounted price - 60% to 99.99% discount	0.00%	0.00%

Commission is calculated based on a percentage of the product price after discounts and refund at which it is sold and paid up by the customer, in other words, the final average discounted price per product. It excludes any fees such as discounts, promotional charges, sales charges, shipping fees or tax. Discounts can result from sales promotional activities, discount codes, discount promotions as well as discounts that the Artist offers to potential customers. In the case the order of the product may be refunded to the customer, YuniqueS Ltd can claim the negative balance through deduction of the unpaid commission amount or from the Artist.

Payment of commission to the Artist is made generally via PayPal to the Artist's PayPal Account unless an alternative payment method is agreed upon. The Artist can make request for payment as soon as the total unpaid commission generated amount is accumulated to a minimum amount of US\$100 and at least thirty days between two commission payments. Commission calculations are regulated to be performed at the beginning of the following month and maximum once a month for ease of operation. For any kinds of tax arising as a result of receiving any payment from YuniqueS Ltd, its subsidiaries, parent company, licensors or partners, only the Artist is liable for the payment and the report to the related authorities.