

## STARVING ARTIST TERMS AND CONDITIONS

These terms and conditions govern your use of the Starving Artist website (the “Website”). By checking the “I agree to the terms and conditions of this Agreement” checkbox and completing a transaction on this page, you are agreeing to enter into a binding agreement (“Agreement”) between yourself (or, if applicable, the company you work for) and Starving Artist, Inc. (“Company”) and agree to be bound and abide by the terms and conditions stated herein, as well as any and all additional terms, conditions, or restrictions presented by Company in relation to any specific work(s) of art available in the website gallery (“Artwork”).

1. Nature of Transaction. In exchange for the fee option listed on the Artwork you select (the “Fee”), you are hereby purchasing either (a) a limited license to a copy of the Artwork available through a temporary digital download (“License”); or (b) a physical high-quality print edition of the Artwork to be sent to you at your preferred delivery address (“Purchase”). You are permitted to use the Artwork within the United States for purposes of set decoration (such as for film, television, theater, photo shoots, etc.), for purposes of decorative staging (such as for real estate open houses and the like), and/or for any other lawful purpose, pursuant to the additional rights and permissions governing your License or Purchase transaction as described below.

**a. License of Digital Downloads.** Upon your completion of the transaction on this page, Company hereby grants you a limited, non-exclusive license to print and use a copy of the Artwork for a duration of either 7 days or for a season (not to exceed 4 months, unless otherwise agreed by Company on a case-by-case basis), based on your selection on this website (the “Term”). A 7-day License may be extended to a seasonal license, at Company’s discretion, following a written request made prior to the expiration of the 7-day Term. The Term shall begin once you download the Artwork. Digital download links will be available for 48 hours following completion of this transaction, after which access to the link will be revoked. **At the conclusion of the License Term, you shall have 7 days to deliver back to Company (by mail or courier service, or by hand, or by such other means to which Company may agree) all copies of the Artwork you printed under the terms of this License. Alternatively, you may destroy all copies of the Artwork you printed and must submit to Company proof of such destruction.**

**b. Purchase of Print Editions.** Upon your completion of the transaction on this page, Company shall prepare a high-quality print edition of the Artwork based on your selected specifications on this website (the “Print”). The Print shall be sent to your preferred delivery address by mail or courier service, with tracking and delivery confirmation. The Print shall be yours to keep in perpetuity for indefinite usage as described herein.

2. Ownership. The Website and all rights therein and thereto are owned by Company. All Artwork on the Website and all rights therein and thereto is owned by the individual artist(s) that created each such Artwork (each, an “Artist”), as identified in the Website gallery. The Website and all Artwork on the Website is protected by intellectual property laws, including but not limited to copyright and trademark, and may not be copied, duplicated, reproduced, downloaded, or transmitted by any means, in whole or in part, except pursuant to a written license agreement with Company. This Agreement involves only a non-exclusive license to use Artwork pursuant to the terms, conditions, and restrictions set forth herein or in any other agreement between you and Company in relation to the specific Artwork that you may license or purchase. This Agreement does not involve the sale, assignment, or other transfer of any copyrights in or ownership of any Artwork. For clarity, no ownership or copyrights in any Artwork are transferred by this Agreement. Each Artist retains all ownership and copyright in the Artwork, and Company retains all ownership and copyrights in the Website, and any rights not specifically granted to you herein are retained by Artist and/or Company. Company represents and warrants that Company is

authorized by each Artist to grant the rights granted herein on Artist's behalf, and that the Artwork, when used as specified herein, does not and will not infringe any copyright, trademark, right of publicity or privacy, or moral right of any person or entity. No other consents, rights, or approvals are necessary to authorize use of the Artwork in the manner contemplated by this Agreement.

Usage Obligations and Restrictions. Whether you have received rights to the Artwork under a License or a Purchase, you shall: (a) retain Artist's copyright notice and any other copyright management information associated with the Artwork; (b) use the Artwork in compliance with this Agreement and all applicable laws, including, but not limited to, laws and regulations relating to copyright and moral rights; (c) provide a credit next to any Artwork used in an editorial manner as instructed by Company, in the form of: "© [ARTIST NAME] 2020." In addition, whether you have received rights to the Artwork under a License or a Purchase, you shall not be permitted to make any material alterations or modifications to the Artwork, nor any derivative works of the Artwork, nor any reproductions or copies of the Artwork. A License grants you the right to make and use one (1) copy of the Artwork. You are not authorized to store any electronic copy of the Artwork in any publicly available photo library, public network or other public storage facility. You shall not be permitted to sell, sublicense, assign, or transfer the Artwork to any third party without written permission from Company.

Non-Return Fee. In the event that you fail to return or provide proof of destruction of any licensed Artwork within 7 days following the conclusion of the License Term, you shall be charged a non-return fee equal to five times (5x) the Fee (the "Non-Return Fee"). In addition to the Non-Return Fee, Company shall be free to seek any and all other remedies available at law or equity as may be warranted in the event that you violate any other provision of this Agreement.

Indemnification. You agree to defend, indemnify and hold harmless Company for any losses, costs, expenses (including reasonable legal fees), judgments, claims or damages of any kind ("Losses") resulting from a third party claim arising out of or in connection with your breach of this Agreement or your unauthorized use of any of the Artwork. Provided that you are not in breach of this Agreement and have not otherwise made any unauthorized use of the Artwork, Company agrees, subject to the terms and conditions set forth in this Agreement, to defend, indemnify and hold you harmless from all Losses arising out of or in connection with any breach by Company of its representations and warranties herein. Notwithstanding the foregoing, Company's indemnification shall not apply to the extent any Losses arise out of or are a result of any breach of this Agreement by you or the context in which you use the Artwork.

Limitation of Liability. Other than as expressly warranted herein, all Artwork and digital files provided to you by Company are provided "as is" without any warranties or conditions of any kind. To the maximum extent allowed by applicable law, Company disclaims all representations, warranties, guarantees and conditions of any kind, whether express and implied, regarding the Artwork or digital file, including without limitation, all representations, warranties, guarantees or conditions regarding suitability, quality, merchantability or fitness for any particular purpose. Company gives no warranty as to the accuracy or authenticity of the images or any description of them or the identification of persons, objects or scenes appearing in them and shall not be liable to you for any of the foregoing. In no event shall Company be liable hereunder for special, indirect, incidental, consequential, punitive or exemplary damages including, without limitation, lost profits or business or loss of data; and Company's total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amount of the Fee received by Company for the Artwork which form(s) the basis of such claim.

Jurisdiction, Venue. In the event of any dispute arising from this Agreement, jurisdiction and venue shall be vested exclusively in the courts of the City and State of New York, and all matters and issues collateral thereto shall be governed by New York law.

User Representations. By using this website, you represent and warrant to Company that you are over the age of 18 and are lawfully able to accept the terms and conditions set forth herein. If you are using this website on behalf of any company or entity, you further represent and warrant that you are authorized to accept these terms on behalf of the company or entity and that the company or entity you represent agrees to indemnify Company for any claims against Company arising from any violation of these terms.

Entire Agreement. This Agreement sets forth the complete understanding between the parties, and supersedes all prior written or oral agreements. This Agreement may only be modified, amended, rescinded, waived or canceled in a writing signed by both parties. If bespoke terms are required for your intended usage of the Artwork, please email Company at [support@starvingartistnyc.com](mailto:support@starvingartistnyc.com) with your request and Company will determine whether such alternative terms can be accommodated in lieu of this Agreement.