

## FastFrame Fine Art Artists Terms of Service

Effective Date July 18, 2024

FastFrame Fine Art is a wholly owned subsidiary of FastFrame USA, Inc. (“**FastFrame**”, “**we**” or “**Our**”) providing a service for viewing, selling and purchasing original works of art and commercially reproduced limited editions of art through our website, accessible at [shop.FastFrame.com](https://shop.FastFrame.com) (the “**Site**”) together with any services, software, tools, features or functionality made available by FastFrame (each, a “**Service**” and collectively, the “**Services**”). Please read carefully the following Terms of Service (“**Terms**”) and our [Privacy Policy](#) (“**Privacy Policy**”). These Terms, the Privacy Policy, and any other policies linked herein, govern your access to and use of the Services, and constitute a binding legal agreement between you and FastFrame.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”), and such Supplemental Terms will either be listed in these Terms or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms are inconsistent with such Supplemental Terms, the Supplemental Terms shall control with respect to such Service. These Terms and any applicable Supplemental Terms are referred to herein as the “**Terms**.”

**PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. IF YOU WISH TO OPT OUT OF THE AGREEMENT TO ARBITRATE, YOU MAY DO SO PROVIDED YOU FOLLOW THE PROCEDURES SET FORTH BELOW IN THE SECTION ENTITLED “AGREEMENT TO ARBITRATE”. THE DISPUTE RESOLUTION SECTION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A PROPOSED CLASS. THESE TERMS INCLUDE A WAIVER OF YOUR RIGHTS TO A TRIAL BY JURY IRRESPECTIVE OF WHETHER YOU AGREE TO ARBITRATE YOUR CLAIMS.**

BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF FASTFRAME USA, INC., ITS SUBSIDIARIES OR AGENTS WITH LINKS TO THIS AGREEMENT IN ANY WAY, INCLUDING SELLING ANY PRODUCTS ON THE SITES (“**PRODUCTS**”), OR OTHER SERVICES PROVIDED BY US (AND TOGETHER WITH THIS SITE AND ANY SUCH OTHER WEBSITES) AND ANY SERVICES ENABLED VIA THE SITES BY FASTFRAME AND/OR MERELY BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FASTFRAME, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THESE TERMS. THE TERMS “**YOU**”, “**you**”, “**User**”, “**user**” AND “**Artist**” REFER TO THE INDIVIDUAL AND/OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU SUBMITTED ARTWORK FOR CONSIDERATION ON THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

## **MODIFICATION TO THESE TERMS**

FastFrame reserves the right, at its sole discretion, to modify, discontinue or terminate the Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Services or provide you with notice of the modification. We will also update the "Last Updated Date". By continuing to access or use the Services after we have posted a modification on the Services 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 resource is to cease using the Services as defined below under "Termination of Services". We encourage you to check back regularly to review these Terms.

## **MODIFICATION TO THE SERVICES**

We reserve the right to change the URL, modify or discontinue, and restrict or block access to, the Services without notice to You. We may modify or remove any Original Works of Art, Digital Works, FastFrame Fine Art Content or any artist's content from the Services at any time without notice to You. While FastFrame acknowledges the artistic license granted to each artist and their ability to produce artwork across many genres, as such, FastFrame reserves the right to not accept any particular artwork for use on its websites. Generally, prohibited content includes content or other material that is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive or otherwise inappropriate. The prohibited content also includes copyrighted material used without the express permission of the owner or material that has been altered so that the copyright, trademark or other proprietary notice is removed.

Occasionally, there may be information on the Services that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information if any such information on the Services is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on the Services, except as required by applicable local, state, federal or international laws, regulations, or statutes. No specified update or refresh date applied to the Services should be taken to indicate that all information on the Services has been modified or updated.

## **AGREEMENT OF PARTIES**

WHEREAS, FastFrame and You desire to enter into an Agreement to sell your original works of art ("**Original Works of Art**") and limited edition reproductions of said artwork on the Services. And, you have agreed to sell Your Original Works of Art and limited edition reproductions of said artwork on the Services as a going concern to interested buyers who visit the websites and pursuant to the Terms. And, FastFrame has agreed to sell your Original Works of Art and limited edition reproductions of said artwork on the Services as a going concern to interested buyers who visit the websites and pursuant to the Terms. NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, and intending to be legally bound by these Terms, FastFrame and You agree as follows:

## DUTIES, OBLIGATIONS AND CONDITIONS OF THE ARTIST

You agree to and accept the following duties, obligations and conditions under the Terms and incorporated herein by reference.

### Submission of Artwork

Any materials submitted by you to FastFrame, including, without limitation, your Artwork, photographs, images, text, graphics, and other materials (collectively, "**User Submitted Materials**") are subject to the following Terms.

You may submit Original Works of Art that You have created and that You desire to sell through the Services. You may not submit Original Works of Art that were created by another artist or individual. You may also submit listings for digital works of art ("**Digital Works**") that You have created and that You desire to commercially exploit through the Services. You may not submit listings for Digital Works that were created by another artist or individual. In order for your Original Works of Art and/or Digital Works (collectively "**Submissions**") to be accepted, you must provide FastFrame with all the information requested by FastFrame and You must comply with any other FastFrame requirements as identified in the Terms. Without limiting the generality of the foregoing, if You submit Original Works of Art and/or Digital Works for sale, you may be required to verify your identity by separately providing FastFrame with a copy of a government issued ID, tax identification, VAT ID, or similar documentation and information. Your Submissions must be accurate and complete and comply with FastFrame's current listings content guidelines, which are included in the Terms. FastFrame reserves the right to edit any Submissions to ensure that they comply with these guidelines. You acknowledge that your Submissions may not be immediately searchable by keyword or category for up to twenty-four (24) hours or more (in some circumstances) after submission. The placement of your Submissions in search and browse results may be based on factors that include without limitation title, keywords, and price.

You will retain ownership of such User Submitted Materials, and you grant FastFrame and our designees a limited, non-exclusive, royalty-free right and license to use, reproduce, distribute, create derivative works of, and publicly display such User Submitted Materials (i) to enable you to use the Service, (ii) in connection with the production or provision of any Product or Service, (iii) to show you how your User Submitted Materials would appear in our Products or Services, and (iv) to enable FastFrame to provide the Products and Services. With respect to User Submitted Materials submitted by you to FastFrame, including, without limitation, artwork, photographs, images, text, graphics, and other materials, you retain ownership of all of such User Submitted Materials. FastFrame agrees that it will work individually with you to obtain any rights to use, reproduce, distribute, and publicly display User Submitted Materials on the Site or in other FastFrame marketing materials and solely with your consent.

Please note that, while you retain ownership of your User Submitted Materials, any template or layout in which FastFrame arranges or organizes such User Submitted Materials through tools and features made available through our Sites are not proprietary to you, and the rights to such templates or layouts will remain with FastFrame.

You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Submitted Materials and that the User Submitted Materials do not and will not infringe, misappropriate, use, or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable. You warrant that the holder of any worldwide intellectual property right, including moral rights, in the User Submitted Materials has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above.

You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in User Submitted Materials to use such individual's likeness for purposes of using and otherwise exploiting the User Submitted Materials in the manner contemplated by these Terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Submitted Materials.

You agree that we may (but are not obligated to) filter any User Submitted Materials (including, without limitation, deleting or replacing expletives or other harmful or offensive language), refuse to use any User Submitted Materials (including, without limitation, suspending processing and shipping of any Order relating to any User Submitted Materials) and/or disclose any User Submitted Materials and the circumstances surrounding the use thereof, to any third party in order to provide the applicable Products or Services, to enforce these Terms or to comply with legal obligations or governmental requests.

You agree that you, not FastFrame, are responsible for all Your User Submitted Materials.

We may, at our sole discretion, determine whether Your User Submitted Materials comply with such instructions and are satisfactory for use in our Services. User Submitted Materials that violate these Terms may be removed from our Sites, provided that we have no obligation to remove User Submitted Materials in response to user reports or requests. We are not responsible for and will have no liability for, the removal or non-removal of any User Submitted Materials from our Sites.

You represent and warrant that you will not use or submit any User Submitted Materials or other Content that:

Infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;

Violates the privacy, publicity, or other rights of third parties or any other law, statute, ordinance, or regulation;

Is false or inaccurate or becomes false or inaccurate at any time;

Is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;

Discloses or provides information protected under any law, agreement, or fiduciary relationship, including but not limited to proprietary or confidential information of others;

Misrepresents your identity in any way;

Contains any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;

Advocates or encourages any illegal activity; or

Has the potential to create liability for FastFrame or cause FastFrame to violate the requirements of or to lose the Services, in whole or in part, of our Internet service providers or other suppliers.

The Services are intended solely for persons who are eighteen (18) or older. Any access to or use of the Services by anyone under the age of eighteen (18) is strictly prohibited. By accessing or using the Services you represent and warrant that you are eighteen (18) years of age or older.

Though we strive to enforce these rules with all our users, you may be exposed through the Site or Services to content that violates our policies or is otherwise considered offensive to you. You use the Sites and Services at your own risk. We may, but are not obligated to, remove content from the Sites for any reason, including if we determine or suspect that such content violates these Terms. We are merely acting as a passive conduit for such distribution, and we take no responsibility for your exposure to content on the Sites or through the Services, whether it violates our content policies or not.

You acknowledge that FastFrame reserves the right to promote and market your Submissions through the use of sales and/or discounts. The sale or discount amount will apply to the listed retail price of the Submissions and/or Printed Works (as defined below). You always retain the right to remove User Submitted Materials from the Services by contacting FastFrame at [customerservice@FastFrame.com](mailto:customerservice@FastFrame.com).

### **Responsibility for Submissions**

You acknowledge and agree that you are solely responsible for all Submissions that you make available through the Services. Accordingly, you represent and warrant that: (i) as to Original Works of Art that you make available through the Services, you are the creator of all such Original Works of Art and you are the sole and exclusive owner of all such Original Works of Art; (ii) as to Digital Works that you make available through the 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 FastFrame the rights in such Digital Works as contemplated under these Terms; and (iii) neither the Original Works of Art nor Digital Works that you make available through the Services nor FastFrame'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, intellectual property rights or other third-party rights, or result in the violation of any applicable law or regulation.

### **Submission Requirements**

You shall provide FastFrame high resolution scans of your Submissions for inclusion in the Sites. The scans shall have a resolution of 600 DPI with a minimum of 300 DPI. The colors should be verified and correct. The accepted file types are JPG, TIF and PNG. You agree to allow FastFrame to use the scans of your Submissions on the Sites, the FastFrame USA website, in newsletters, social media posts and any other media used to promote you and the Sites.

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

You shall inform FastFrame of the retail value of any Submissions used on the Sites, the FastFrame website and any other newsletters or social media sites. The retail value of any proposed limited edition artwork formats (collectively, "**Limited Editions**") shall be determined after consultation and agreement between you and FastFrame. The retail value shall be listed in US Dollars (USD). You shall inform FastFrame of the name of the Submissions provided, the size of the Submissions and the medium and substrate used to create the Submissions.

You will provide your name, as used in conjunction with the sale of your Submissions. You will provide an image of yourself at a minimum of 300 DPI. The accepted file types are JPG, TIF and PNG. You will provide a biography in Word or PDF form. In lieu of a Word or PDF document of your biography, you may attach a link to your biography. You agree to allow FastFrame to use your name, image and biography on the Sites, the FastFrame USA website, in newsletters, social media posts and any other media used to promote the Sites and you. You will allow FastFrame to condense any biography as needed to comply with any restrictions across all platforms used to promote the Submissions and you.

You shall advise FastFrame of the method you wish to use for the receipt of payment of your commissions by completing Payment Arrangements form, attached herein.

You shall provide a scan of your pencil signature for use on all Limited Editions produced by FastFrame by completing the Signature and Release form, attached herein. The signature scan shall have a resolution of 600 DPI with a minimum of 300 DPI. The accepted file types are JPG, TIF and PNG. By signing the Signature and Release form, you agree to allow FastFrame to use said signature on all Limited Editions produced by FastFrame and shall not hold FastFrame liable for the use of your signature.

### **Subsequent Artwork Submissions**

These Terms shall remain in effect for all subsequent Submissions made by you for use on the Sites, the FastFrame USA website, social media channels including Facebook and Instagram, newsletters sent to our client base and franchised outlets and any other platform either known or unknown as of the Effective Date.

## **Representations and Warranties**

As of the Effective Date, you represent, warrant and covenant to FastFrame that you have all requisite power, authority and approvals required to enter into, execute and deliver the Terms included herein.

## **REPRODUCTIONS OF ORIGINAL WORKS OF ART AND/OR DIGITAL WORKS**

You consent to allow FastFrame to reproduce your Submissions in Limited Editions in a medium and number agreed upon by both parties. As of the Effective Date, the maximum number of Limited Editions of any Submission to be reproduced shall not exceed 100 (one hundred). The medium for printing shall be a giclee on premium rag paper with hand cut edges using archival quality inks. The maximum size of the print shall not exceed 30" X 40". Both you and FastFrame may agree to reduce the number of Limited Editions available or agree to produce a larger print under a separate agreement. FastFrame shall contract with a third party vendor who will be responsible for the printing of all Limited Editions. FastFrame shall be responsible for the payment of the third party costs for printing and the shipping of the Limited Editions to the client. FastFrame shall also be responsible for including a Certificate of Authenticity with each Limited Edition they produce and send to a client.

You are allowed to reproduce your own Original Works of Art and/or Digital Works in a limited edition format. If you decide to produce your own Limited Editions, you shall be responsible for all costs associated with the printing of said artwork and the costs of shipping said artwork to a destination of FastFrame's choosing. If you decide to produce your own Limited Editions, you shall also be responsible for including a Certificate of Authenticity with each Limited Edition print you produce and send to a client. If you decide to produce your own limited edition artwork, you may indicate said intention on the Signature and Release form, attached herein.

## **DUTIES, OBLIGATIONS AND CONDITIONS OF FASTFRAME**

FastFrame agrees to and accepts the following duties, obligations and conditions under the Terms and incorporated herein by reference.

### **Marketing**

FastFrame shall market the sale of your Submissions and Limited Edition reproductions of the Submissions across all platforms, including, but not limited to the Sites, the FastFrame USA website, social media channels including Facebook and Instagram, newsletters sent to our client base and franchised outlets and any other platform either known or unknown as of the Effective Date.

### **Payment of Commissions**

FastFrame shall remit payment of any commissions for Limited Editions to you within 30 (thirty) days of receipt of payment from the client. FastFrame shall remit payment of any commissions for Original Works of Art to you within 30 (thirty) days of receipt of confirmation of delivery to the purchaser. You are responsible for contacting FastFrame upon receipt of confirmation of

delivery. Payment shall be made in accordance with the terms selected on the Payment Arrangements form, attached herein.

You must fill out appropriate tax forms prior to any amounts being paid, as follows:

- If you reside within the United States, a W9 Tax Form must be filled out for both the sale of an Original Work of Art and/or Limited Editions.
- If you reside outside the United States, a W8BEN Tax Form must be filled out for the sale of Original Works of Art and/or Limited Editions.

You agree to inform FastFrame of any changes that would affect your tax status.

You agree to comply with the terms and conditions of FastFrame's then-current [Return Policy](#), attached herein.

## **ONLINE SALES**

If you submit listings for Original Works of Art for inclusion on the Sites, you are selling such Submissions through the Services and on third-party websites and sales channels (collectively "**Online Sales**"). You will permit third parties to purchase Limited Editions of the Submissions through a print-on-demand service. If you submit listings for Original Works of Art, you hereby grant FastFrame a worldwide, transferable, non-exclusive, right and license, with a right to sublicense, to: (i) use, modify (as appropriate in connection with the print-on-demand services and shipping of Limited Editions), reproduce, distribute, publicly perform and publicly display copies of the Submissions to third parties via Online Sales and through offline channels ("**Offline Sales**"); (ii) access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Submissions in any form, medium or technology now known or later developed for the purpose of promoting FastFrame, You and/or 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 Commissions (defined below), which is payable only upon the sale of an Original Work of Art or Limited Editions via Online Sales channels and Offline Sales channels as defined under Payment of Commissions. FastFrame may appoint one or more third party subcontractors, who may exercise the license rights above for the purpose of enabling FastFrame to process and fulfill orders for Limited Editions.

If you submit listings for Digital Works, you will permit third parties to purchase Limited Editions of the Submissions through a print-on-demand service. If you submit listings for Digital Works, you hereby grant FastFrame a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to: (i) use, modify (as appropriate in connection with the print-on-demand services and shipping of Limited Editions), reproduce, distribute, publicly perform and publicly display the Digital Works to third parties via Online Sales and through other Offline Sales channels; 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 FastFrame, You and/or 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 Commissions (defined below), which is payable only upon the sale of Limited Editions via Online Sales channels and Offline Sales channels as defined under Payment of Commissions. FastFrame may appoint one or more third party subcontractors, who



may exercise the license rights above for the purpose of enabling FastFrame to process and fulfill orders for Limited Editions.

If an Original Work of Art and/or Limited Editions 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 FastFrame, these Terms will apply to the sale of such Original Work of Art and/or Limited Editions.

FastFrame 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 Limited Editions purchased via the Services. For purchases made via third party websites and for Offline Sales, the applicable third party website or FastFrame'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 FastFrame and the third party website or FastFrame's Offline Sales partner, as applicable, to FastFrame and share related shipping information, including the contact details of the purchaser where necessary, with FastFrame.

For Online Sales and Offline sales of Original Works of Art and Limited Editions produced by you, FastFrame will provide you with the name and address of the purchaser and, unless otherwise instructed in writing by FastFrame, you will be responsible for shipping the purchased Original Works of Art and Limited Editions produced by you directly to the purchaser. You agree to ship the purchased Original Works of Art and Limited Editions produced by you to the purchaser within seven (7) days following the date of purchase (the "**Shipping Period**"). You shall provide FastFrame with the tracking number for any shipment of Original Works of Art and Limited Editions produced by you sent to the purchaser. Failure to provide the tracking number may result in a delay in the Payment of Commissions as defined above. If you do not ship the purchased Original Works of Art and Limited Editions produced by you to the purchaser prior to the expiration of the Shipping Period, then the sale may be cancelled. If a particular piece of Original Works of Art and Limited Editions produced by you is sold through the Services, you shall be responsible for all costs of shipping. You shall include adequate insurance to cover the cost of the Original Works of Art and Limited Editions produced by you. You assume responsibility for all damage that may occur to the Original Works of Art and Limited Editions produced by you during shipping, any loss in transit or any other factor that affects the shipment. You agree that FastFrame will not be held responsible for any damage that may occur during shipping, loss in transit or any other factor that affects the shipment. Should the purchaser decide to return the Original Works of Art and Limited Editions produced by you, in accordance with the Return Policy listed above, you shall be responsible for issuing a return shipping label to the purchaser. You shall be responsible for all costs of shipping for any Original Works of Art and Limited Editions produced by you that are returned by the purchaser.

## **COMMISSIONS**

FastFrame will pay a commission to the you on the Original Works of Art and the Limited Editions sold through the Sites as follows:

If FastFrame produces the Limited Edition, you shall receive a 30% (thirty percent) commission on the retail price.

If you produce the limited edition artwork, you shall receive a 60% (sixty percent) commission on the listed retail price, as shown on the Sites under the Terms set forth under Reproductions of Original Works of Art and/or Digital Works listed above.

You shall receive a 60% (sixty percent) commission on the listed retail price for all Original Works of Art, as shown on the Sites under the Terms set forth under Online Sales listed above.

## **COPYRIGHT**

FastFrame agrees that the copyright for any Original Works of Art, Digital Works and/or Limited Editions, either produced by FastFrame or you, shall remain your sole property. You agree that FastFrame may use images of your Original Works of Art, Digital Works and/or Limited Editions, either produced by FastFrame or you, across all platforms, including, but not limited to, the Sites, the FastFrame USA website, social media channels including Facebook and Instagram, newsletters sent to our client base and franchised outlets and any other platform either known or unknown as of the Effective Date without infringing upon the copyright owned by you. You agree to not hold FastFrame liable, seek injunctive relief or commence any legal proceedings against FastFrame for the use of your images of Original Works of Art, Digital Works and/or Limited Editions in the manner and methods described in these Terms.

FastFrame respects copyright law and expects you to do the same. It is FastFrame's policy to terminate in appropriate circumstances the Services listed herein for any user of the Services who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

## **TERMINATION OF SERVICES**

Your participation in the Services may be terminated by either party, for any reason, whether specified or not, by giving 30 (thirty) day notice to the other party. The method of notification may be in the form of a letter or email sent to the representative of the other party. Within the 30 (thirty) day period, FastFrame will remove all images currently being shown on the Sites and will no longer use any of the said images across any platforms, including, but not limited to, the Sites, the FastFrame USA website, social media channels including Facebook and Instagram, newsletters sent to our client base and franchised outlets and any other platform either known or unknown as of the Effective Date. FastFrame will continue to process any orders in production prior to the notice of intent to terminate the services.

You may request FastFrame to remove any single or multiple User Submitted Materials listed on the Sites without terminating the Services in their entirety. For Original Works of Art and/or Digital Works removed from the Services, the license rights granted by you to FastFrame with respect to such Original Works of Art and/or Digital Works 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 FastFrame and its third-party subcontractors to fulfill any in-progress orders for such Original Works of Art and/or Limited Editions and for any orders for such Original Works of Art and/or Limited Editions accepted by FastFrame 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 removal. In addition, you acknowledge and agree that the license rights granted

by you to FastFrame with respect to using such Original Works of Art, Digital Works and/or Limited Editions to promote the Services will remain in full force and effect for only as long as necessary for FastFrame to fulfill any current obligations that require using the User Submitted Materials for such promotional purposes.

## **TAXES**

All prices, commissions, fees and other amounts referred to in these Terms, including any prices, commissions and fees set forth on the Services, are stated in U.S. dollars and do not include any sales, use, value added (“**VAT**”), goods and services (“**GST**”) 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**”). FastFrame will collect and pay to the appropriate state, city or municipality any sales tax required in those jurisdictions.

If you produce the Original Works of Art and/or Limited Editions and you reside outside of the United States, you acknowledge that you will be solely responsible for the payment of any value added (“**VAT**”), goods and services (“**GST**”) 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.

## **LINKS**

The Services may contain links to third-party websites or resources. You acknowledge and agree that FastFrame 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 FastFrame 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.

## **ADDITIONAL TERMS AND CONDITIONS**

### **FastFrame’s Intellectual Property**

The Services and FastFrame Content are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms, FastFrame and its licensors exclusively own all rights, title and interest in and to the Services and FastFrame Content, including all associated intellectual property rights, trademarks and logos. You will not copy, republish or otherwise use any copyright, trademark, service mark, logos or other proprietary rights notices incorporated in or accompanying the Services or FastFrame Content without the express written consent of FastFrame.

### **Changes**

We reserve the right, with or without prior notice, to: change descriptions or references to artworks, products, subscriptions, software or services; limit the available quantity of any artworks, products, subscriptions, software, or services; honor, or refuse to honor, any coupon,

coupon code, promotional code or other similar promotions; and/or refuse to provide any user of the Services with any products, subscriptions, software or services. We may modify any points, rewards, or the terms that govern their usage, at our sole discretion, and such modifications may make the points or rewards more or less common, valuable, effective, or functional.

### **Indemnity**

You agree to indemnify and hold FastFrame, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third-party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses, and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from: (i) the User Submitted Materials; and (ii) an actual or alleged infringement or violation of any third party's rights with respect to such User Submitted Materials.

### **Successors Bound**

The Terms and provisions included herein, will be binding on the parties and their respective permitted legal representatives, predecessors, successors, and assigns, and will inure to the benefit of the parties and their respective permitted legal representatives, successors, and assigns.

### **Confidentiality**

The Terms will be confidential, and no party will voluntarily disclose all or any portion of the Terms to any third party. Notwithstanding the foregoing, each of the parties is entitled to disclose these Terms to the extent legally required or for regulatory purposes (including franchise registration and disclosure purposes).

### **Further Assurances**

You will make, execute, and deliver to FastFrame promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of the Terms.

### **Construction of Terms**

Whenever in these Terms the context requires, the feminine, masculine, or neuter gender will be deemed to refer to and include the neuter, feminine, and masculine, and the singular to refer to and include the plural. Whenever the word "including" (or variations) are used in the Terms it is always used in a non-restrictive sense (as if followed by the phrase, "but not limited to").

### **Governing Law**

The Terms and Conditions will be governed by, interpreted and construed under and in accordance with the laws of the State of California, without giving effect to any conflict of the law's provisions thereof.

### **Final Agreement**

The Terms contain all of the Terms agreed upon by the parties with reference to the subject matter. No other agreements not specifically referred to in the Terms, oral or otherwise, will be deemed to exist or to bind any of the parties.

### **Amendments**

Any amendment to the Terms must be in writing and signed by duly authorized representatives of each of the parties and must expressly state that it is the intention of each of the parties to amend the Terms.

### **Attorneys' Fees**

If either party brings any action, suit, counterclaim, appeal, or arbitration (an "**Action**") for any relief against the other party or any of the other party's affiliates, to enforce the Terms, or to declare rights under the Terms, in addition to any damages and costs that the prevailing party otherwise would be entitled, the non-prevailing party will pay to the prevailing party the reasonable attorneys' fees and costs incurred by the prevailing party in connection with bringing and prosecuting the Action and/or enforcing any judgment, order, ruling, or award granted with respect to the Terms.

### **Severability**

If one or more of the provisions in the Terms is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect the other provisions of the Terms, and the Terms will be construed as if the invalid, illegal or unenforceable provision had never been contained in the Terms.

### **Counterpart Execution**

The Terms may be executed in any number of counterparts, each of which will be deemed an original, but all of which will together constitute a single agreement. The parties may execute the Terms by facsimile or electronic signature and such facsimile or electronic signature shall be deemed an original.

### **Construction**

The Terms will not be construed against the party preparing it but will be construed as if all the parties jointly prepared the Terms, and any uncertainty or ambiguity will not be interpreted against any one party.

### **Acknowledgment**

Each party understands and agrees to all of the Terms and provisions of the Terms and acknowledges that it fully and accurately reflects the content of all understandings and agreements between the parties concerning the matters in the Terms. None of the parties are relying on any other representations whatsoever as an inducement to agree to the Terms. Each party acknowledges that he, she, or it has had adequate time to consider the Terms and to have it reviewed by legal counsel of the party's choice. Each party declares that he, she, or it is agreeing to the Terms voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of the claims released by the Terms.

## **Disclaimers**

THE SERVICES, FASTFRAME CONTENT AND USER CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, FASTFRAME EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR THE USAGE OF TRADE. FASTFRAME MAKES NO WARRANTY THAT THE SITE, SERVICES, FASTFRAME CONTENT OR YOUR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. FASTFRAME MAKES NO WARRANTY REGARDING THE QUALITY OF ANY WORKS, SERVICES, CONTENT OR PRODUCTS PURCHASED OR OBTAINED THROUGH THE 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 FASTFRAME OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. NO ACTION SHOULD BE TAKEN BASED UPON ANY OF THE INFORMATION CONTAINED IN THE SERVICES. YOU SHOULD SEEK INDEPENDENT ADVICE FROM A PROFESSIONAL AND/OR A PERSON WHO IS KNOWLEDGEABLE IN THE APPLICABLE AREA BEFORE ACTING UPON ANY OPINION, ADVICE, OR INFORMATION CONTAINED IN THE SERVICES.

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

## **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 Services, FastFrame Content and User Content remains with you. Neither FastFrame nor any other party involved in creating, producing, or delivering the Services, FastFrame Content or User 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 Services, FastFrame Content or User Content, or from any communications, interactions or meetings with FastFrame, users of the Services or other persons with whom you communicate or interact as a result of your use of the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not FastFrame

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 FastFrame's aggregate liability arising out of or in connection with these Terms or from the use of or inability to use the Services, FastFrame Content or User Content exceed, if you are a User who has sold Original Works of Art or has licensed Digital Works and has received any Commissions from FastFrame from the sale of Original Works of Art and/or Limited Editions, the total payments made to you by FastFrame for the sale of your Original Works of Art and/or from the sale of Limited Editions based on your licensed Digital Works during the three (3) month period preceding the date a claim for liability arises under these Terms. The limitations of damages set forth above are fundamental elements of the basis of the bargain between FastFrame and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

### **Proprietary Rights Notices**

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

## **RESOLUTION OF DISPUTES**

### **Governing Law and Jurisdiction**

These Terms will be governed by the laws of the State of California, without regard to conflict of law provisions. You and we expressly agree that any claim or dispute must be resolved exclusively by a state or federal court or arbitration located in Los Angeles County, California, except as described in the Agreement to Arbitrate below or as otherwise mutually agreed by the parties.

### **Informal Resolution**

It is our goal that the Services meet your expectations and provide excellent service. However, there may be instances when you feel that we have made a mistake or left you disappointed in some way. In those instances, we are committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your concern. Therefore, regarding any problem or dispute that you may have with us, you acknowledge and agree that you will, as an initial matter, email us at [customerservice@FastFrame.com](mailto:customerservice@FastFrame.com) to describe to us the nature of your complaint or dissatisfaction. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within thirty (30) days after our receipt of your written description of it, you agree to the further dispute resolution provisions below. To the extent permitted by applicable law, the informal resolution process described in this paragraph is a precondition to pursuing any other process, so please contact us first.

## **Mutual Agreement to Arbitrate**

**PLEASE READ THIS AGREEMENT TO ARBITRATE CAREFULLY TO UNDERSTAND YOUR RIGHTS. BY ELECTING ARBITRATION, YOU AND WE AGREE TO ARBITRATE ANY CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS YOU OPT-OUT. YOU AND WE AGREE THAT ALL SUCH CLAIMS WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A PROPOSED CLASS ACTION. WHETHER OR NOT YOU OPT-OUT, HOWEVER, YOU ARE GIVING UP A RIGHT TO A TRIAL BY JURY. YOU AND WE UNDERSTAND THAT DISCOVERY AND APPEAL RIGHTS ARE MORE LIMITED IN ARBITRATION.**

**The arbitrator, and not any federal, state, local, or other court or agency, WILL have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of THESE TERMS AND this Agreement to Arbitrate, including but not limited to, any claim that all or any part of THESE TERMS OR this Agreement to Arbitrate is void or voidable.**

You and we agree that, except as expressly set forth below, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of the Services and these Terms or to any products or services sold or distributed through the Services, will be final and binding arbitration, except to the extent that either party has, in any manner, infringed upon or violated, or threatened to infringe upon or violate, the rights of either party or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights or is seeking to vindicate public rights, in which case both sides acknowledge that arbitration is not an adequate remedy and that injunctive or other appropriate relief may be sought by either party and/or the applicable third party(ies) on an individual basis in a court located in Los Angeles County, California. You and we acknowledge that this Agreement to Arbitrate affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under this Agreement to Arbitrate (despite any other choice of law provision). As a limited exception to this mutual Agreement to Arbitrate, you and we agree that either party may take claims to small claims court, if the claims qualify for hearing by such court.

To begin arbitration proceedings, you must send a letter requesting arbitration and describing your claim to our registered agent listed below.

### **US Claims**

For users in the United States, the arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [adr.org/consumer](http://adr.org/consumer) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

### **Non-US Claims**

For users outside of the United States, any controversy or claim arising out of or relating to these Terms, or the breach thereof, will be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Expedited



Procedures (“**ICDR Expedited Procedures**”). The arbitration will be decided by a sole arbitrator appointed in accordance with the ICDR Expedited Procedures.

### **Means and Fees**

In the interest of efficiency and fairness, you and we agree that the arbitration proceeding will be based solely on written submissions, unless the arbitrator deems an oral hearing strictly necessary. Should the arbitrator deem an oral hearing to be necessary, such hearing will be conducted via telephone or other electronic or technical means, or if that’s not possible, in person in the jurisdiction where you reside or at another mutually agreed upon location. The language of the arbitration will be English or, for users who reside outside of the U.S., the official language of your jurisdiction. The arbitrator’s award will be final and binding, and judgment may be entered upon it by any court having jurisdiction thereof. Each party will have the right to use legal counsel in connection with arbitration at its own expense. If you initiate arbitration, we will reimburse you at a rate of 50% (fifty percent) for filing, administration and arbitrator fees for claims totaling less than USD \$10,000, unless the arbitrator determines the claims are frivolous. We are not responsible for reimbursing you for costs incurred by you for legal counsel, travel or other out-of-pocket costs or expenses. We will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

### **Right to Opt-Out**

YOU HAVE A RIGHT TO OPT-OUT OF THIS AGREEMENT TO ARBITRATE by sending an email to [customer.service@FastFrame.com](mailto:customer.service@FastFrame.com) or by mailing us, postage prepaid, to FastFrame USA, Inc., 433 West Allen Avenue, Suite 114, San Dimas, CA 91773, Attention: Michael Rogers. Such opt-out must be given within the earlier of thirty (30) days of approving your first upload of artwork to the Services or if we make any changes to this Agreement to Arbitrate which alter your rights, within thirty (30) days after the effective date of such revision to this Agreement to Arbitrate. Any opt-out received after such deadline will be ineffective and this Agreement to Arbitrate will remain in full force and effect, except as expressly provided above. If you opt-out of this Agreement to Arbitrate, we also will not be bound by the terms of this Agreement to Arbitrate.

### **Class Action Waiver**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION OR OTHER CLAIM UNDER THESE TERMS WILL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS, COLLECTIVE, AND/OR REPRESENTATIVE ARBITRATION PROCEEDINGS WILL BE PERMITTED. In the event that this CLASS ACTION WAIVER is deemed unenforceable with respect to any particular claim otherwise subject to arbitration, then that claim will not proceed in arbitration but rather will be resolved in a court of competent jurisdiction. If that occurs, however, this Agreement to Arbitrate and this Class Action Waiver still will be fully enforceable as to all other claims, which must be resolved in arbitration on an individual basis.

### **Waiver of Trial by Judge or Jury**

YOU AND WE AGREE AND UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES YOU AND WE ARE GIVING UP ANY RIGHT THAT YOU OR WE MAY HAVE TO A

JUDGE OR JURY TRIAL WITH REGARD TO ALL CLAIMS SUBJECT TO THIS AGREEMENT TO ARBITRATE. YOU AND WE FURTHER AGREE THAT ANY CLAIM HEARD IN A COURT OF COMPETENT JURISDICTION WILL BE HEARD BY A JUDGE INSTEAD OF A JURY, EXCEPT WHERE A JURY TRIAL WAIVER IS NOT PERMISSIBLE UNDER APPLICABLE LAW.

### **Limitation of Actions**

You and we agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of the Services, or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

### **Notice for California Users**

Under California Civil Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

### **Users from Other Jurisdictions**

The Services are controlled and operated by FastFrame from the United States. We do not represent or warrant that the Services, or any part thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to access the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You also are subject to United States export controls in connection with your use of the Services and are responsible for any violations of such controls, including, without limitation, any United States embargoes or other federal rules and regulations restricting exports. We may limit the availability of the Services, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

### **Entire Agreement**

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

### **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without FastFrame's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. FastFrame may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

### **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 FastFrame via email (in each case to the address that you provide) or (ii) by posting to the Services. 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 FastFrame to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of FastFrame. 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.

## **Contacting FastFrame**

If you have any questions about these Terms, please contact FastFrame at [customerservice@fasframe.com](mailto:customerservice@fasframe.com).

If you have a complaint, you may contact us directly at:

FastFrame USA, Inc.  
Attn: Michael Rogers  
433 West Allen Avenue, Suite 114  
San Dimas, CA 91773, USA  
[customerservice@FastFrame.com](mailto:customerservice@FastFrame.com)

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