

## Artist's Agreement

This Artist's Agreement applies to you if you submit your artworks for publication or display by the Royal Blue Gallery. Please review these terms carefully, because by submitting your work to Royal Blue Gallery, you agree to be bound by each of these terms and conditions.

1. By submitting your work to Royal Blue Gallery, you are granting to Royal Blue Gallery a non-exclusive, revocable, worldwide license to use, promote, and display your submission for commercial and non-commercial purposes, including on Royal Blue Gallery's website, Instagram page, and on other Royal Blue Gallery's media or platforms. This license, includes, without limitation, the non-exclusive right to use and display your submission on Royal Blue Gallery and its affiliated websites, social media, publications and products; provided, however, Royal Blue Gallery will notify you and seek your advance consent to its use and inclusion of your submission in any Royal Blue Gallery print publication, if any.
2. Work submitted by Artist, including the copyright and other rights of Artist in and to such work remain the sole and exclusive property of Artist. Royal Blue Gallery will use reasonable commercial efforts to ensure that its publication or display of your work will be accompanied by appropriate copyright notices or equivalent attribution, displayed in reasonable proximity to the work on Royal Blue Gallery's website or other media or platform. Placement of any work or submission on Royal Blue Gallery's media or platforms, which may include its Instagram, website, or machine-accessed media, shall be in Royal Blue Gallery's discretion.
3. You may terminate your license to Royal Blue Gallery at any time, for any reason, upon fifteen (15) days advance written notice to Royal Blue Gallery, which form of notice includes electronic mail to Royal Blue Gallery's then current email address, with proof of receipt by Royal Blue Gallery. Royal Blue Gallery reserves the right to remove, or decline to display or publish, any submission, for any reason, in its sole discretion, with or without notice. Royal Blue Gallery also reserves the right to terminate any user's or Artist's access to the website or its other media or platform, at any time, for any reason, in its discretion and without or with notice.

4. Artist warrants and represents to Royal Blue Gallery:

a. that their submission is the Artist's original work.

b. that Artist is the sole owner of all right, title and interest in and to their submission, and has all requisite right and authority to submit such work to Royal Blue Gallery, to enter into this Artist's Agreement, and to grant to Royal Blue Gallery this license.

c. that their submission does not infringe any other person's or entity's copyright, trademark, personal or privacy right, moral right, intellectual property right, or any other right.

d. Artist's submission to Royal Blue Gallery, and Royal Blue Gallery's use, display, or publication of Artist's submission will not violate, breach, or conflict with any license, agreement, contract, covenant or obligation to which Artist is a party or by which Artist is bound, or which otherwise involves the submission.

e. Artist's submission is not comprised of, and does not include, material or images which are or may reasonably be perceived as obscene, pornographic, seditious, defamatory, threatening, liable to incite hatred, or menacing.

f. Artist is over the age of eighteen years old.

g. Artist agrees to defend, indemnify and hold Royal Blue Gallery and its directors, officers, employees or members harmless from any claim, demand, suit, action, proceeding or cost or expense arising out of or relating to Artist's breach of any of the warranties above, Artist's submission, or any breach of Artist's obligations or covenants set forth in these terms and conditions.

5. Artist acknowledges and agrees that Royal Blue Gallery's logos, name, trademark, trade dress, rights and licenses, the design and layout of its website, its copyrights, and any other intellectual or other property, are the sole and exclusive property of Royal Blue Gallery or its licensors.

6. All services provided by Royal Blue Gallery, if any, including the operation of its website, media or platforms, are provided "as is." Royal Blue Gallery makes no representations or warranties of any kind, express or implied, as to the operation of its website or other media or platforms, or as to the information, content, materials, products or other services included on or otherwise made available through its website, media or platforms, unless otherwise specified in writing. Royal Blue Gallery disclaims any and all liability in connection with Artist submissions and the operation and display of its website, media and platforms. Neither Royal Blue Gallery nor its owners, officers, directors, employees or agents shall be liable to Artist for any reason or in any way, including, without limitation, in connection with

publication or display of Artist's submission, a declination to publish or display Artist's submission, removal of Artist's submission, or the content of Royal Blue Gallery's website, media, platform or other publication. Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to Artist, some or all limitations and disclaimers of Royal Blue Gallery may be inapplicable and Artist may have other or additional rights.

7. Royal Blue Gallery may modify or amend these terms and conditions upon notice to you, including electronic notice.