

# STRIDE ARTS ARTIST SUBMISSION TERMS

Stride Arts, LLC  
1110 2<sup>nd</sup> Ave, 2f  
New York, New York 10022

Artist:

Artist address:

## 1. USER ACCEPTANCE

This document (the Artist Submission Terms) contains important legal terms which are additional to the Terms & Conditions relating to the use of the Strideart.com website (the Website) operated by Stride Arts Limited (Stride Arts or we). These Artist Submission Terms apply to you if you submit art for consideration to be featured and showcased by Stride Arts. You are referred to in these Artist Submission Terms as the Artist or as you.

You should read these Artist Submission Terms carefully, and we advise you to print and retain a copy for your reference.

**By submitting your work of art (Your Work) to the Website for consideration you accept these Artist Submission Terms. If you do not agree with these Artist Submission Terms then you must not submit Your Work to the Website.**

These Artist Submission Terms and the Terms and Conditions relating to the use of the Website constitute the entire agreement between you and Stride Arts in relation to the initial submission of Your Work and they supersede all other agreements, statements, letters and other arrangements made between the parties. If Your Work is short listed for selection as featured art by Stride Arts, you will also be required to sign-up to some additional terms which will confirm the basis upon which Stride Arts will be entitled to use your Work.

These Artist Submission Terms and any matter arising out of the subject matter of these Artist Submission Terms shall be governed by English law and you agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

## 2. OUR SERVICE

Stride Arts offers its services to artists through the Website to enable and assist artists who wish to participate in our scheme to build and manage an artist promotional channel and present and feature images of their original artwork including, lens based media, fine art, paintings, mixed media, sculpture, video installations, street art and other media (Artist Submissions).

On a periodical basis, a panel of selected specialists (the Stride Arts Board of Curators) and the Website users (Stride Arts Community) select Artist Submissions (the Featured Artist Submissions) to be featured and showcased at Stride Arts discretion on the Website and in Stride Arts offline partners editorial pages and newsletters (subject to limitations of space, suitability and other editorial considerations).

Stride Arts accepts Artist Submissions for consideration by the Stride Arts Board of Curators and the Stride Arts Community on condition that the Artist Submissions comply with the representations and warranties set out in Section 4 of these Artist Submission Terms. Without prejudice to any other legal remedy that may be available to us, we reserve the right to reject any Artist Submission (either before or after it has been selected as a Featured Artist Submission) and remove it from the Website and any other publications or circulars, if we determine, at our sole discretion, that the Artist Submission fails to comply with those requirements.

Stride Arts expressly disclaims any and all liability in connection with Artist Submissions. Stride Arts reserves the right to remove any Artist Submissions from the Website and from the consideration process by the Stride Arts Board of Curators and Stride Arts Community, in its sole discretion and without prior notice (whether on the basis of a breach of warranty or obligation under these Artist Submission Terms or for any other reason). Further, Stride Arts reserves the right to terminate any user's access to the Website at any time in its sole discretion and without prior notice.

Artists who, in the sole opinion of Stride Arts, do not comply with these Artist Submission Terms, may at any time be excluded from consideration.

### 3. YOUR WARRANTIES

By submitting Your Work, you hereby warrant, covenant and represent to us as set out below:

1. Your Work is your original artistic work, it has not been copied from any other work and does not contain any copies, reproductions, adaptations or versions of a third party's work and it does not otherwise infringe or violate any persons copyright, design right, trade mark or confidential information.
2. You are the sole owner of all rights, title and interest in the copyright in Your Work. You have not granted any licenses to third parties to exploit Your Work (except rights which have now lapsed).
3. Your Work (including the original version and any reproductions) is not and has not been reproduced, promoted or sold for any commercial purposes and you are the sole owner and are in possession and control of the original version of Your Work.
4. Your Work does not contain anything which is or would be (if Your Work is published) in breach of applicable laws or infringes any third-party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or menacing).

You agree to indemnify Stride Arts and keep it indemnified on demand against any loss or liability arising to Stride Arts or any of its directors, officers, employees or members of the Stride Arts Board of Curators out of the breach of any of the warranties above and against any breach of your obligations under these Artist Submission Terms.

You agree to notify us at [info@Strideart.com](mailto:info@Strideart.com) if any of the representations above is incorrect or misleading in any way. Your warranties under this Section 4 will be qualified in respect of any such notification that you give us providing it is fair and complete.

### 4. MISCELLANEOUS MATTERS

#### **Intellectual Property**

You acknowledge and agree that the words STRIDE ARTS and STRIDEART.COM and any other name, logo and sign used on the Website, as well as the design and layout and all content of the Website (including Featured Artist Submissions) are the trademarks, copyright and other intellectual property rights of Stride Arts and are owned solely by (or licensed to) Stride Arts.

You shall not acquire any title, right or interest (including any user right) in any such intellectual property by reason of your submission of Your Work to the Website or by reason of its possible selection as a Featured Artist Submission. You acknowledge and agree that any use of our intellectual property is subject to our prior written consent.

If you become aware of any unauthorized use or misuse of Your work or any actual or suspected infringements of the copyright in Your Work during the ninety (90) days consideration period or after Your Work has been selected as a Featured Artist Submission (each, an Unauthorized Use), you shall notify us forthwith in writing giving such particulars of such Unauthorized Use as may be available in the circumstances. You shall not take or threaten any action or legal proceedings and shall not make any threats, complaints or statements to any third party in relation to such Unauthorized Use. Stride Arts in its sole and unfettered discretion, shall decide whether to take any action or make any threats or statements in relation to such unauthorized Use. You agree to provide to Stride Arts (at your expense) such assistance, information and documentation as Stride Arts may reasonably require in connection with the enforcement of the rights assigned to Stride Arts under these Artist Submission Terms against any third party.

#### **Limitations on Liability**

In no event shall Stride Arts be liable to you for any damages, including any lost profits or savings or anticipated profits or savings, loss of data, loss of opportunity, loss or reputation, goodwill or business, or any consequential, special, incidental, or indirect damages of any kind arising out of the services provided by Stride Arts or its failure to provide these services, the consideration, selection or rejection of Your Work or any other Artist Submission or out of the operation of the Website, or the content of the Website, or the exploitation of any Featured Artist Submission, or as a result of the exercise or inability to exercise the rights granted to Stride Arts hereunder or as a result of the termination or expiry of these Artist Submission Terms, even if we have been advised of the possibility of such damages in advance.

Stride Arts maximum aggregate liability for any single event (or a series of related events) giving Stride to a claim in connection with these Artist Submission Terms or in connection with the operation of the Website, either in tort, for breach of contract, misrepresentation or negligence, shall be limited to a sum equal the amount paid to you, or which would be payable to you if Your Work is selected as a Featured Artist Submission under these Artist Submission Terms.

Notwithstanding anything to the contrary above, nothing in these Artist Submission Terms shall operate to exclude or restrict our liability for death or personal injury resulting from our negligence, or our liability to fraud or fraudulent misrepresentation made by us, or any liability that cannot be limited or excluded by law.

**Termination**

Stride Arts may terminate these Artist Submission Terms by giving you notice in writing (including by fax or email) upon any breach by you of any of the warranties or obligations under these Artist Submission Terms or any of the Terms and Conditions relating to the use of the Website. Termination of these Artist Submission Terms shall not affect any accrued rights or obligations of either party but shall release both Stride Arts and you from any further obligations hereunder.

**General terms**

Nothing in these Artist Submission Terms shall create, or be deemed to create, a partnership or joint venture between you and Stride Arts. Except as expressly provided herein, these Artist Submission Terms shall not be construed as giving Stride to the relationship of principal and agent or to any authority by you to represent or act on our behalf.

If at any time any provision of these Artist Submission Terms are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of these Artist Submission Terms.

No omission or delay in exercising any right, power or privilege under these Artist Submission Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.