

General Terms & Conditions Art Heroes



For Artists - 18 April 2023





1. Definitions

In these terms and conditions, the following terms have the following meanings:

1. **Art Heroes:** the user of these terms and conditions. Art Heroes is part of We Make It Work B.V., registered with the Chamber of Commerce under number 54387450.
2. **Artist:** the natural person or legal entity that uploads images to the Art Heroes website in order to offer them for sale.
3. **Shop:** the Artist's account in which the Artist can upload work and via which the Artist can sell their work.
4. **Customer:** the potential or actual buyer of a work.
5. **Work:** an image offered for sale to Customers by Art Heroes.

2. General

1. These general terms and conditions apply to all offers, quotations and all contracts and other legal relationships between Art Heroes and the Artist. This includes, but is not limited to, uploading and trading of image material.
2. These general terms and conditions also apply to all contracts for the performance of which third parties are involved.
3. The applicability of any general terms and conditions used by the Artist is expressly rejected.
4. Deviations from these general terms and conditions are possible only after the parties have agreed to this in writing.
5. Situations not explicitly provided for in these general terms and conditions must be interpreted in the spirit of these general terms and conditions.
6. These general terms and conditions may be amended or supplemented unilaterally by Art Heroes at any time. Artists will be informed of these supplements or amendments by electronic means in a timely manner.

3. Commencement and term of the contract

1. The contract between Art Heroes and the Artist is first concluded and commences at the moment Art Heroes activates the Artist's shop.
2. The contract is entered into for an indefinite period of time, unless agreed otherwise.



3. The contract ends when the Artist removes all their works from the Shop and closes the Shop. Works of the Artist that are in the process of being ordered by a Customer when the contract ends may still be sold by Art Heroes.
4. Art Heroes may refuse works for a Shop or remove work from a Shop without giving reasons.
5. Art Heroes may unilaterally dissolve the contract without giving reasons.
6. Upon termination of the contract, the outstanding balance after the sale will be transferred to the account number of the Artist known to Art Heroes within one calendar month.

4. Amendment and performance of the contract

1. The contract may only be amended after this has been agreed upon in writing by the parties.
2. Any additional costs resulting from such amendment will be borne by the Artist. Art Heroes will inform the Artists as soon as possible about such additional costs, possibly through the "information" section in the Shop.
3. If a provision of the contract is amended, the remaining provisions will remain in full force unchanged. Amendments to the contract do not apply to Works that are already in the process of being ordered.
4. The Artist is responsible for providing digital files of Works to be sold that are usable for sale.
5. Art Heroes is not liable for any loss incurred as a result of the Artist's failure to comply with the obligations of this contract or any other circumstance attributable to the Artist.
6. If and in so far as the proper performance of the contract requires such, Art Heroes has the right to have specific work performed by third parties.

5. Works

1. A Work will only be accepted by Art Heroes if it meets at least the requirements set in advance, including, but not limited to:
 - a. the Work must be provided in high resolution;
 - b. the Work cannot violate copyrights or other intellectual property rights, portrait rights and other provisions of mandatory law;
 - c. the Artist must either be the copyright holder of the Work or hold the appropriate licence to have the Work sold by Art Heroes.

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2. Art Heroes reserves the right to remove and permanently exclude from the Shop and website and servers any Work of which it suspects that the Artist is not the copyright holder or for which suspects that the Artist does not have a proper licence, or if it suspects that the Work is otherwise unlawful.
3. The Artist is liable for all Works and images uploaded to their shop and account that Art Heroes may publish on its own websites, social media accounts and elsewhere.

6. Copyright law

1. The Artist will provide Art Heroes and the Customer with a licence for use of the Work as described in this Clause.
2. The Artists agree that Works in the Shop may be sold in any format and on any material offered by Art Heroes to buyers worldwide and through multiple sales channels, under the name Werk aan de Muur, Art Heroes and/or any other trade name of Art Heroes. If the Artist removes a Work from their shop, the Work will no longer be sold unless the Work was already being ordered before its removal.
3. The Artist agrees that Art Heroes may use the Work offered for sale by the Artist to promote Art Heroes, without requiring the prior consent of the Artist and without Art Heroes owing the Artist any compensation for this.
4. Art Heroes may also engage third parties to promote Art Heroes and/or grant sublicences to third parties for the purpose of such promotion.
5. The Customer is permitted to reproduce and disclose Works as purchased by the Customer from Art Heroes in whole or in part in photographs and videos and to reproduce and disclose images made with Art Heroes's App, in which a Work is shown, as described [in the Customer licences](#). The Customer is also permitted to reproduce and disclose promotional material as referred to in paragraphs 3 and 4.
6. Art Heroes, the third parties it engages, Customers and/or licensees are under no obligation to mention the name of the Artist when using the Work for promotional purposes.
7. When the Work is removed from the Shop or the contract between the Artist and Art Heroes has ended, Art Heroes will not use the Work for new promotional purposes or grant new licences or sublicences to third parties. Images of the Work as uploaded by the Artists will be removed by Art Heroes from its Website(s) and from automated feeds and advertisements of Art Heroes within six months after removal of the Work or after the contract has ended. Licences or sublicences to third parties, including the Customer, will remain valid.



8. If the Artist believes that the Artist's copyright is being infringed upon by the publication of a Work that the Artist offers for sale via Art Heroes, the Artist should first contact Art Heroes to rule out the possibility that the perceived publication is permitted under these terms and conditions.
9. The Artist will provide all necessary cooperation in the event that a third party claims an infringement of any right. If the Artist receives a message from Art Heroes, they will respond to the substance of the message within five business days of receipt. If the Artist does not respond, Art Heroes will remove the Work.
10. In the event of an alleged infringement for which the other party claims compensation, Art Heroes will be entitled to forward this communication to the Artist or to provide the other party with the contact details of the Artist.

7. Shop and account

1. Opening an account and Shop at Art Heroes is, in principle, without obligation, subject to the above provisions and other regulations of mandatory law.
2. The Artist is responsible for providing the necessary information correctly and completely, including but not limited to contact details and account number.
3. By opening an account or Shop and uploading Works, the Artist gives [*te_companyName] permission to sell these Works to third parties.
4. A Shop in any event shows the name of the Artist, the profile picture uploaded by the Artist and all the Work that the Artist offers for sale in their Shop.
5. The account and Shop can only be removed by administrators of Art Heroes. The Artist can submit a written request to the administrators for removal of their account and Shop.
6. The Artists themselves determine the amount of their commission, which can be done via the settings in the Shop for the relevant work.



8. Commission and Payment

1. With every sale of Art Heroes, the Artist accrues commission.
2. The Artist determines the amount of the commission for each Work via the Shop.
3. 14 days after the sale and payment of the Work by the buyer, the commission will be credited to the Artist's Shop. The credit is visible to the Artist in the Shop.
4. Commission can only be credited and paid out if the Artist has provided correct and complete information to that end, including but not limited to their name and account number and, if applicable, VAT number.
5. Commission is always paid out in the second week of the quarter following the quarter in which the commission is credited to the Shop.
6. Persons registered with the Chamber of Commerce, who have a VAT number, receive the commission including VAT and are independently responsible for the correct administration and payment of VAT. Other natural persons receive commission exclusive of VAT, and are responsible for the correct administration, while Art Heroes handles the payment of VAT.
7. Art Heroes sends the Artist a sales invoice for each payment.

9. Suspension and Complaints

1. Art Heroes is authorised to suspend the performance of all its obligations, including the performance of the work and the payment of commissions, if the Artist does not comply with the above terms and conditions, until such time that the Artist does comply with them.
2. Art Heroes is not liable for any loss, of whatever nature, on the part of the Artist, arising from a suspension.
3. Complaints about a credit invoice must be made In Writing and within 14 days of the invoice date, on pain of forfeiture of rights.



10. Liability

1. Art Heroes is only liable to the extent that the liability is based on a legal or contractual attributable failure.
2. The liability of Art Heroes is limited to the amount of commission accrued and not yet paid up to that date.
3. The liability is limited to direct loss, unless there is intent or gross negligence. Art Heroes is explicitly not liable for indirect loss, consequential loss, lost profit or any other type of loss.
4. Art Heroes is not liable for any failures, including failures of third parties, to the extent that these can be attributed to circumstances that are at the risk and expense of the Artist and/or third parties.
5. Art Heroes is the provider of a platform on which the Artist can upload works and sell them via Art Heroes. Thus, Art Heroes is a hosting party that is not directly liable for works uploaded by the Artist if Art Heroes acts sufficiently quickly and appropriately after receiving notification of a possible infringement. The artist is obliged to provide all the necessary cooperation.
6. The Artist is liable for any loss incurred by Art Heroes in the event that the Artist fails to comply in time or in full with the provisions of these general terms and conditions or otherwise acts unlawfully, causing Art Heroes to incur a loss.
7. In the event that Art Heroes receives a demand letter due to infringement of a third-party right by a work uploaded by the Artist, Art Heroes is entitled to reach a reasonable settlement with the other party, in which case the Artist will be obliged to compensate Art Heroes for the amount paid in damages.
8. The Artist indemnifies Art Heroes against any third-party claims, of whatever nature and for whatever reason.

11. Final provisions

1. These general terms and conditions, as well as any contract between Art Heroes and the Artist are governed by Dutch law.
2. These general terms and conditions will remain in force in the event of a change in either party's name, legal form or ownership.
3. In the event of invalidity or nullity of one of the provisions of these general terms and conditions, the other provisions will remain in full force.
4. Any dispute between the Artist and Art Heroes, which may arise as a result of or in connection with the performance of a contract between the parties, will be submitted to the competent court in the Netherlands.



Art Heroes
www.artheroes.com