THE HEArtistic PROJECT MARKETPLACE

ARTIST TERMS & CONDITIONS

Please read these Terms & Conditions carefully before submitting your artwork. By checking the acceptance box and submitting your art through this form, you agree to be bound by these terms.

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1. ACCEPTANCE AND SCOPE

By submitting artwork through The MedSmarter Foundation's HEArtistic Project Marketplace submission form, you ("Artist") agree to these Terms & Conditions and enter into a binding agreement with The MedSmarter Foundation ("Foundation"). These terms govern the submission, hosting, and sale of your artistic works through The HEArtistic Project Marketplace.

2. ARTIST REPRESENTATIONS AND WARRANTIES

By submitting artwork, you represent and warrant that:

- You are the original creator and copyright owner of all submitted works
- Your artwork does not infringe upon any third-party intellectual property rights
- You have the full right and authority to submit and sell this artwork
- Your submitted work contains no defamatory, obscene, or illegal content
- You are at least 18 years of age or have parental/guardian consent
- All information provided in your submission is accurate and complete

3. SUBMISSION AND APPROVAL PROCESS

- The Foundation reserves the right to review and approve all submitted works before posting to the Marketplace
- The Foundation may reject works that do not align with its mission, values, quality standards, or marketplace objectives
- Approval decisions are final and at the Foundation's sole discretion
- You will be notified of approval status via the email provided in your submission

4. REVENUE SHARING AND PAYMENTS

4.1 Revenue Split

- Net sales revenue will be split **70% to Artist** and **30% to The MedSmarter Foundation**
- Net sales = gross sales minus payment processing fees, chargebacks, refunds, and applicable taxes
- The Foundation's 30% portion will be credited in your name to support mental health and wellness programs and operations (unless you opt out during submission)

4.2 Payment Processing

- You will receive payment via your selected method: check, ACH direct deposit, or other agreed-upon method
- Payments processed monthly for amounts exceeding $100.00 in your share
- Amounts below $100.00 carry forward until threshold is met
- Payment typically occurs within 30 days of month-end
- Detailed sales reports provided with each payment

5. LICENSING AND USAGE RIGHTS

5.1 License Granted to Foundation

- You grant the Foundation a non-exclusive, royalty-free license to display, market, and sell your artwork through the Marketplace
- This includes the right to reproduce artwork for promotional and marketing purposes related to the Marketplace
- You retain full ownership rights and may sell your work through other channels
- License terminates when artwork is removed from the Marketplace

5.2 Attribution and Promotion

- The Foundation will provide appropriate artist attribution for all displayed works
- Your name and provided biographical information will be displayed with your artwork
- The Foundation may use your artwork and name in promotional materials, social media, newsletters, website content, and press releases
- You are encouraged to promote your Marketplace presence through your personal channels

6. PRICING AND INVENTORY RESPONSIBILITIES

- You set the retail price for your works during submission
- Price changes require 30 days written notice to the Foundation
- You are responsible for maintaining inventory and fulfilling orders promptly
- You must notify the Foundation immediately if artwork becomes unavailable
- You are responsible for packaging, shipping costs, and delivery timeframes unless otherwise agreed
- Expected shipping timeframes must be clearly communicated to customers

7. QUALITY STANDARDS AND CUSTOMER SERVICE

- All artwork must be delivered exactly as described and depicted in your submission
- Artwork must be properly protected during shipping to prevent damage
- You agree to maintain professional standards in all customer interactions

- You agree to collaborate with the Foundation to resolve customer complaints and return requests
- You may be responsible for accepting returns due to damage, misrepresentation, or quality issues

8. INDEMNIFICATION AND LIABILITY

8.1 Your Responsibility You agree to indemnify and hold harmless The MedSmarter Foundation from any claims, damages, or expenses arising from:

- Infringement of third-party intellectual property rights
- Breach of your representations and warranties
- Defects in artwork or failure to fulfill orders
- Any illegal or inappropriate content in submitted works

8.2 Limitation of Liability

- The Foundation's liability is limited to your share of net sales revenue
- Neither party is liable for indirect, incidental, or consequential damages
- The Foundation is not responsible for technical issues, website downtime, or payment processing delays

9. DATA PRIVACY AND COMMUNICATION

- The Foundation will protect your personal information according to its privacy policy
- Sales data and customer information remain confidential
- Customer contact information belongs to the Foundation
- You may not independently contact customers for direct marketing purposes
- All customer service communications should include or be coordinated with Foundation staff

10. TERM AND TERMINATION

- This agreement continues until terminated by either party
- Either party may terminate with 30 days written notice
- The Foundation may terminate immediately for breach of these terms
- Upon termination, unsold artwork will be removed from the Marketplace
- Outstanding payment obligations survive termination

11. GENERAL PROVISIONS

- This agreement is governed by applicable state and federal laws
- If any provision is unenforceable, the remainder remains in effect
- These terms constitute the entire agreement and may only be modified in writing by the Foundation

- All communications will be sent to the email address provided in your submission
- You are responsible for keeping your contact information current

12. SUBMISSION REQUIREMENTS CHECKLIST

By submitting, you confirm that you have provided:

- High-quality digital images of your artwork
- Accurate title, description, and pricing information
- Your complete contact and payment preference information
- Any necessary documentation or certificates of authenticity

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By submitting this form, you acknowledge that you have read and agree to these Terms and Conditions. Your submission serves as your electronic signature.