

Virtual Booth Subscription Terms & Agreement

Terms & Definitions:

The words "us", "we", gallery will refer to the BluePoetSouls Gallery. The words "member(s)", booth -members, vendor(s), artist(s), musician(s) will refer to you. The words: "patron" will refer to "site visitors", "buyers", "consumers" and/or "customers" of goods & services, which are offered on this site. The words "work", "product(s)", "goods", "services", "artifact", and "Item" shall refer to any and all works by respective members, as sold through this site.

Agreement:

This Terms of Service and Agreement is between the **BluePoetSouls Gallery** and **Virtual Booth subscribers ('members')**. The gallery reserves the right to change, modify, adjust, amend this document, and to change, modify, adjust, amend any and all its terms, at any time, wherever deemed necessary. The gallery shall provide subscribed members with e-commerce services, and to make reasonable efforts to boost and promote subscribed members, in good faith on behalf of the members, and in keeping with the commercial interest of the gallery.

Gallery Goods and Services Standing Requirements:

Booth-Member(s) understand, acknowledge and agree to the following:

- **Musician** booth-members, who promote album or individual song music collection sales shall provide **fully mastered studio editions** of their work.
- **Visual Artists**, who promote Prints, Paintings, Sculpture and other physical artifacts shall provide purchasing customers with a **certificate of authentication** or equivalent assurance of authentication for any serialized, limited edition works.

Copyrights:

Booth-member(s) understand, acknowledge and agree to the following:

By posting, uploading, inputting, providing or submitting your submitted content, you warrant and represent that you own or otherwise control all of the rights to your submitted content as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

- The gallery makes no claim whatsoever to copyrights on works owned and presented by its members on this or any other sites.
- Gallery assumes implicit permission from its members to promote the images of members' works, in order to advance the sale of those works, as agreed upon, in exchange of services between the gallery and its members.
- No compensation will be paid with respect to the 'use' of your submitted content, as provided herein. BluePoetSouls Gallery is under no obligation to post or use any submitted content you may provide and may remove any submitted content at any time in BluePoetSouls Gallery's sole discretion.
- Members have no claim to the copyrights, (creative-commons, derivative or otherwise) of other members' content, or the gallery's content, unless explicitly granted such rights and permissions by members and gallery, respectively.
- Members shall not represent and/or sell any works other than their own works, on this site without the express permission of the gallery.

Virtual Booth Subscription Terms & Agreement

- Commissions, paid to the gallery, from the sales revenue of their products do not constitute royalty payments for the members' works. Payments received by the gallery are strictly the result of mutual commercial exchange between gallery and members for the facilitation of gallery services.
- Members understand that the gallery will remove any work/product(s) which are determined to violate copyrights. Members will be notified of the removal (and may become subject to suspension or ban from the site.)

Booth-Member Subscription Cancellation & Refund:

Booth-member(s) understand, acknowledge and agree to the following:

- Members may cancel their Virtual Booth subscription at any time,
- Subscription fees (Where applicable) for all offered subscription plans are **non-refundable** after **5 days** from the date of the subscription purchase.
- **Full Refund:** Members are entitled to a full refund of fees (where applicable) if their cancellation occurs **on or before the 5th day** from the date of the subscription purchase. Members shall forfeit their Virtual Booth (All submitted content / files will be removed.).
- **No Refunds:** No refunds (of fees, where applicable) will be given to members, who cancel their subscription **after the 5th day** from the date of the subscription purchase. However, the member's virtual booth shall remain intact and operational throughout the duration of the agreed upon, scheduled subscription plan. (Alternately, the member can directly request to have the booth removed at any time during the scheduled plan).

Collection, Release and Disbursement of Sales Revenues Funds (When Members get paid for their sales)

Booth-member(s) understand, acknowledge and agree to the following:

- Members' sales revenues, which are generated through transactions on this site are collected through the gallery's own account(s) and are then released to respective members accordingly.
- The gallery shall hold all sales revenues in **escrow** for a period of no less than **15 days** from the date that the revenue was generated.
- Funds, which are owed to a member will be released and disbursed on the nearest **Monday, following** the completion of the revenue's 15 -day escrow period; (barring that no refunds were issued to the customer of that sale.)
- Funds, owed to any member, who has cancelled his or her subscription during the escrow period of a sale, will be released and disbursed to the member on the nearest **Monday, following** the completion of the revenue's 15 -day escrow period; barring that no refunds were issued to the customer of that sale.
- Payments made to members will be made out by **check** and will be issued (mailed) to the physical mailing address, provided by the member.
- **While sales revenues are in Escrow**, such funds are subject to disbursement as *refunds* to customers. If a refund is paid to a customer, the member and the gallery both understand that there will not be any respective funds available for release to the member and /or the gallery, respectively.
- The gallery shall, at no time, issue an advance of any funds which are in escrow, nor shall the gallery advance funds in anticipation of sales revenue not yet realized or generated by the members.
- Gallery commission is calculated against the base price (before sales taxes) of a product or service and is deducted from sales-revenue funds **after** such funds have met the 15-day escrow period and

Virtual Booth Subscription Terms & Agreement

released. Likewise, respective members shall receive their calculated portion of the funds, **after** the funds have met the 15-day escrow period and released.

- The gallery reserves the right to adjust its escrow periodicity and agrees to notify all members, at least 30 days in advance of any effective changes.

State Sales Tax / Federal Income Tax Reporting:

Booth-member(s) understand, acknowledge and agree to the following:

- The gallery does not assume responsibility or liability for members' financial and/or tax reporting, including 1099s, or state-tax filings.
- Booth-Members are responsible for tracking their own revenue and expenses for reporting income and sales accordingly.
- The gallery agrees to provide members with a summary of their respective sales revenues, associated booth subscription expenses and gallery commissions (Available on demand, year-round.).
- The gallery shall never disclose any of its member's financial information to other members, agencies, or third parties without express permission of the member.
- **Legal exceptions to disclosure agreement:** The gallery will be required by law to comply with state and federal mandates where they may require a disclosure of certain information. This may include disclosure of information to Internal Revenue Service, or other federal or state investigating agencies.

Customer Returns and Refunds Policies (Minimum Requirements)

Booth-member(s) understand, acknowledge and agree to adopt and comply with the gallery's **minimum required return, exchange and refund** policies: (Members may, at their own discretion, augment, exceed these policies with additional stipulations, but must not deter from, or omit minimum set of stipulations outline by the BluePoetSouls gallery)

- **Insurance:** Members are responsible for providing appropriate insurance for all shipped products, when using a courier or carrier service. (*The gallery shall make no claim on insurance payouts to members, nor will the gallery assume any responsible or liability for providing insurance on members' products and shipping or delivery.)

Virtual Booth Subscription Terms & Agreement

Refunds /Exchanges /Returns

- **Refund:** Members shall establish a policy which offers their customers a **minimum of Fifteen (15) day satisfaction-money-back-guarantee** with the following stipulation: (Customer has 15 days from date of purchase to return the product for full refund. Customer pays the shipping cost for the return.)
- **Exchanges:** Members shall establish a policy which offers their customers a minimum **Fifteen (15) days from the date of purchase to replace a damaged or lost product due to shipping errors** with the following stipulation: (Members shall offer the customer an item of equal value or offer a full refund (Customer must return the original item and will pay the shipping for returned item)
- **Returns:**

For Music Digital (Downloadable) Products

- **Refunds:** Members shall establish a policy which offers their customers a minimum of **Fifteen (15) day satisfaction-money-back-guarantee** (Customer has 15 days from date of purchase to request a refund). Member shall issue, in writing, a reminder to the customer to delete associated digital files, and to comply with U.S. Copyright laws. (*Essentially document the refund and associated transaction)
- **Exchanges:** Members shall establish a policy which offers their customers an exchange of content (of equal value) in lieu of a refund. Date of original purchase stands as is.
- Members will provide customers with free replacement file(s) if a downloaded file was corrupted.

Customer Disputes:

- Members are responsible to resolve any payment, refund and exchange disputes with their customers.
- The gallery does not assume any liability or responsibility for any disputes between members and customers.
- The gallery will not monitor or arbitrate disputes between virtual booth-members and their customers. However, the gallery reserves the right to suspend a virtual booth-member's subscription, if disputes escalate to legal actions against the member, and or/the gallery.