

Creative Community Terms & Conditions

Last updated on: 17 April 2019

INTRODUCTION

Welcome and thanks for exploring the Grappzie Creative Community!

The following terms and conditions (the "Terms") are an agreement between (1) Grappzie Limited ("we", "us", "our") and (2) those persons (including, but not limited to, illustrators, artists, designers and photographers) ("you", "your") that agree to join and become a member of the Grappzie 'Creative Community' (the "Creative Community") in order contribute creative to one or more of www.grappzie.com or any other site within our control (the "Website(s)"), one or more Grappzie applications (the "App", and together with the Website(s), are collectively referred to as the "Platform") that our users may access, and set out the legal rights and obligations of both you and us with respect to your membership, your creative and the royalties that you can earn through the Creative Community.

When we refer to "Grappzie" in these Terms, we mean us, the Platform and the Services (as defined below) according to the context.

You must be at least 18 years of age to join the Creative Community.

By accepting to join the Creative Community, you hereby indicate that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, you must not join the Creative Community.

These Terms may be changed and updated from time to time without prior notice to you. You should regularly visit these Terms to review the current terms and conditions applicable at that time so you are aware of any changes to these Terms to which you are bound. Please note that these Terms may also be supplemented by additional terms from time to time with respect to one or more Services.

SNAPSHOT

Grappzie is a simple to use digital first greeting and invitation platform which allows our users to create a personalised greeting or invitation (each such design, a “User Creation”) by using certain tools, features and services (including, print and mailing services) made available to the user within the Platform (the “Services”) to:

- (1) customise a number of elements to create that User Creation including: (i) changing typefaces; (ii) adding photos from the camera or photo roll on that user’s personal computers, mobile handsets, tablets, and/or other relevant device (“Device(s)”), (iii) adding stickers (“Stickers”) created by us or members of our Creative Community, (iv) sketching; and (v) changing backgrounds (“Backgrounds”) designed by us or by members of our Creative Community; and
- (2) then, among other things, to have their final User Creation that was made (i) saved by the user to their Device(s) and/or (ii) shared or otherwise distributed by the user through certain applications or features on that user’s Device(s) and/or (iii) printed and posted by, or on behalf of, us to one or mailing addresses within the United Kingdom.

TRADING DETAILS

We are a company incorporated in England and Wales with company number 11252612 and with our registered office is located at 29 Maltings Place, Tower Bridge Road, London, United Kingdom, SE1 3JB.

Our contact details are as follows:

Email address: community@grappzie.com

WHAT WE REQUIRE

Your profile

Once you have been accepted as a Creative Community member you will be required to provide to us, or otherwise be required to complete in the Creative Community portal located at portal.grappzie.com (the “Portal”), certain information (“Membership Information”) including, but not limited to, your name, biography, location, social media handles, website address, a profile picture and a thumbnail artwork picture.

You acknowledge and agree that some of this Membership Information will be made public within Grappzie in order for Your Creative to be available for use.

What to contribute

You may submit creative ("Your Creative") for Stickers and Backgrounds, together with any other necessary creative or information including, but not limited to, descriptions and previews as specified further in the Creative Community guidelines (the "Creative Guidelines") which will be provided to you upon acceptance as a member to the Creative Community or otherwise can be requested by emailing our Community Manager at community@grappzie.com. Upon receipt of Your Creative we will review and if, in our sole discretion, we feel that it should be permitted on the Platform, we will notify you of our approval. Once Your Creative has been approved by us, we will make all reasonable efforts to make Your Creative available on the Platform within 7 days of receipt in order for users to have the ability to use Your Creative in a User Creation.

Before submitting Your Creative, please read and comply with the creative, information and submission guidelines set out in the Creative Guidelines. Failure to adhere to the Creative Guidelines may, in our sole discretion, result in Your Creative being rejected.

Failure to contribute

By joining the Creative Community you are under no obligation to provide any creative, however should you not contribute any creative within 60 days of your join date, we will deem that you no longer wish to remain a member and your membership will be terminated.

CONTENT RULES

You expressly agree that Your Creative and any other of your content provided to us by you (including, but not limited to, your Membership Information) (together with Your Creative, "Your Content"):

- does not or will not infringe a copyright or any other rights, such as a trade mark, of any person or a duty owed to any person, such as a duty of confidentiality
- is not false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience or distress to any person

- does not or will not misrepresent any person's identity or impersonates any person
- does not or will not contravene any applicable law (including, without limitation, any criminal law) or regulation
- does not or will not include any material that contains personally identifying information about another person, such as their address, phone number, or email address, except with the written approval of that person
- does not or will not contain any material which is pornographic, obscene, indecent or offensive, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- does not and will not cause harassment, upset, embarrassment or alarm to any person
- does not and will not advocate, promote or assist any unlawful act,

(together, the "Content Rules").

Whilst we review Your Creative before allowing it on the Platform, we are under no obligation to do so, and approval by us in allowing Your Creative on the Platform is in no way an endorsement of Your Creative and does not otherwise provides confirmation or validation that you have followed the Content Rules. You are solely responsible for ensuring compliance with the Content Rules. In all cases, we reserve the right to reject, remove, prevent the sharing of and/or disable access to Your Content (including any of Your Creative) for any reason if you violate these Terms. We may take these actions without prior notification to you or any third party. The rejection, removal, prevention of sharing and/or disabling of access to Your Content shall be at our sole discretion.

PAYMENTS

For every successful, final and completed User Creation that has been made in which Your Content is used (a "Transaction"), upon receipt of funds from such Transaction, you will be credited with a royalty in accordance with our royalty pricing policy as set out at www.grappzie.com/creative-community/ which may change from time to time (the "Royalty").

Applicable Royalties will accrue in four separate periods of each year (i) from and including 1st March to but excluding 1st June, (ii) from and including 1st June to but excluding 1st September, (iii) from and

including 1st September to but excluding 1st December and (iv) from and including 1st December to but excluding 1st March, and will continue for so long as you as you are a member of the Creative Community (each such period, a “Royalty Accrual Period”). However, the first period for a new member to the Creative Community is from and including the date in which you joined the Creative Community to but excluding the immediately following Royalty Accrual Period.

We will pay to you your Royalties that accrued in respect of each Royalty Accrual Period on the 10th business day following the end of that Royalty Accrual Period (each payment date is a “Royalty Payment Date”) provided that a total of at least £10.00 in Royalties (the “Minimum Payment Amount”) has accrued to you in that Royalty Accrual Period. Should you not reach the Minimum Payment Amount, your Royalties will be rolled over until the next Royalty Accrual Period and will continue rolling until such time that you reach the Minimum Payment Amount.

Payments will be made in GBP to the UK registered bank account designated by you from time to time or to a PayPal account as specified by you. We will not be liable for any Royalties not received by you on a Royalty Payment Date by reason of your failure to provide correct, accurate and full UK bank account and/or PayPal details or for any other reason outside of our reasonable control.

You will not be paid any Royalties on any Transactions which have to be refunded or otherwise reimbursed due to Your Creative.

PORTAL

Subject to these Terms, we grant to you a limited, non-exclusive, revocable, non-transferable worldwide licence to make use of the Portal. All other rights, including, without limitation, all copyright and other intellectual property rights relating to the Portal, are retained by us and/or other licensors. Use of the Portal is licensed, not sold, to you. You acknowledge and agree that we may have access to and you hereby grant us the ability to modify certain of your Membership Information contained in the Portal as may be necessary.

SERVICE LIMITATIONS

We will make reasonable efforts to keep Grappzie operational but we do not guarantee or otherwise warrant that the Platform, any Services, or any content (including, but not limited to, Your Content) on or accessed through them, will always be available or be uninterrupted; certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, we reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Platform, any Services, Your Content and any other content on or accessed through them, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of Grappzie or any function or feature thereof. You acknowledge and agree that we have no obligation to maintain, support, upgrade, or update any part of the Platform, the Services, or to provide all or any specific content (including Your Content) through the Platform. This section will be enforced to the extent permissible by applicable law. We may, from time to time, remove any content without notice to the extent permitted by applicable law.

We may limit the availability of the Platform, one or more of the Services or any content on the Platform, including Your Creative, to any person or geographic area at any time.

LIABILITY

Your liability to us

You agree to indemnify, defend (at our request) and hold harmless Grappzie (and its affiliates and their respective employees, agents, officers, directors and customers) from and against any and all claims, costs, damages, losses and expenses (including attorneys' fees), arising out of: (1) your breach of these Terms; (2) Your Content generally; and (3) your violation of any law, regulation or the rights of a third party.

Our Liability to you

We use reasonable care and skill to provide Grappzie and the Creative Community in accordance with our specifications but you acknowledge and agree that Grappzie and the Creative Community is provided "as is" and "as available" and we cannot and do not guarantee that Grappzie and/or the Grappzie Community will meet your requirements.

We shall have no obligation, duty or liability whatsoever in contract (by way of indemnity or otherwise), tort (including negligence, breach of statutory duty and any other tort), misrepresentation or otherwise, save as expressly provided in these Terms.

To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform, the Services, any content on or arising out of them or the Creative Community (including your membership to the Creative Community), in all cases, whether express or implied.

If we are in breach of these Terms, we will only be responsible for any losses that you suffer as a result of that breach to the extent that such losses are a foreseeable consequence to both you and us at the time you join the Creative Community. In no event will Grappzie, its affiliates and their respective employees, agents, officers, directors and customers or other licensors be liable for: (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; (2) any loss of use, data, business, profits (whether direct or indirect), sales, revenue; loss of anticipated savings; or (3) loss of business opportunity, goodwill or reputation, in all cases arising out of the use or inability for a user to use Grappzie, your membership of the Creative Community or for you not being paid Royalties for any reason whatsoever.

Furthermore, our total liability to you in respect of all causes of action arising out of or in connection with these Terms whether for breach of contract, tort (including, without limitation, negligence), misrepresentation or otherwise, shall not exceed the total amount of your accrued but unpaid Royalties.

RIGHTS YOU GRANT US

In consideration of the rights we grant to you under these Terms, and in particular the right to receive Royalties, you hereby grant us:

- (1) a worldwide, perpetual, non-exclusive licence (and the ability to grant an equal sub-licence to our users) in and to Your Creative for the purposes of inclusion in, and in order to be used,

modified, adapted and/or shared by Grappzie (including, without limitation, for commercial and marketing purposes) and our users; and

(2) the right to provide marketing and other information to you.

You acknowledge and agree that Your Creative will form part of a User Creation and will be shared or otherwise printed and distributed using one or more of the Services made available to our users from time to time on the Platform and accordingly may be modified or adapted by them.

You represent, warrant and agree that you are and shall remain entitled to grant us all rights which you grant or purport to grant under these Terms and you acknowledge and agree that you alone shall be solely responsible for Your Creative and the consequences of submitting Your Creative. Should you have any issues regarding Your Creative (including any issue with regarding to correct attribution, false attribution and derogatory treatment of Your Creative) and licensing, you should contact community@grappzie.com.

Your Creative is your work and you will retain the copyright (including the moral rights) in such works, subject to and in accordance with these Terms.

NON-COMPETITION AND PROMOTION

We understand the needs of illustrators, artists and creatives and that you may need income from multiple sources and we therefore acknowledge that you may sell your designs that comprise Your Creative on other sites or through other sales channels. However, creative that is unique to Grappzie will likely sell better on Grappzie. Those that individually promote their creative being offered on Grappzie through social media, email, word of mouth and other communication avenues will also likely sell better.

TERMINATION

You agree that we, in our sole discretion, may terminate your membership to the Grappzie Community and your rights associated with it, and to prevent access to, remove and/or discard any of Your Content from Grappzie if you violate these Terms or for any other commercial reason. In such cases, you agree

that we shall have no liability or responsibility to you and we will not pay any amounts that we owe you, to the fullest extent permitted under applicable law.

Should you wish to terminate your membership with Grappzie, please contact us at community@grappzie.com stating that you wish to terminate. Following receipt of such email, we shall respond confirming that your membership is terminated and within 30 days from the date of termination we shall (1) return to you at your expense, or at your option destroy, any of the source files provided to us by you in respect of Your Creative and (2) remove any of Your Content and any marketing and/or promotional material related to Your Creative from Grappzie.

If you wish to remain on Grappzie but not actively sell, subject to these Terms, you can set your account to 'Inactive' in the Portal.

TAXATION POLICY

You are responsible for paying any direct or indirect taxes, including any VAT or otherwise, (collectively, "Taxes") which may apply to you from Royalties you earn through Grappzie. You represent and warrant that you will comply, and will comply at all times, with all your obligations under all tax provisions in your jurisdiction and will account for any and all Taxes by your government or governing bodies that may have tax jurisdiction over you as a result of your Royalties. You acknowledge and agree we are not responsible for payment of any Taxes on your behalf and that all Royalties are deemed inclusive of all applicable Taxes applicable to you.

GENERAL

These Terms constitute the entire agreement between you and us relating to your membership to the Creative Community and supersede any prior or contemporaneous agreement (whether writing or oral) relating to your membership of the Creative Community. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Notices

You can contact us by post at the address specified in the section entitled 'Trading Details' above and you may email us at community@grappzie.com. We will send our notices to you by email to the email address designated by you.

Governing law; submission to jurisdiction

These Terms shall be governed by English law. You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with these Terms.

Assignment

You may not assign or transfer these Terms or any rights hereunder, and any attempted assignment or transfer in violation of the foregoing will be void. We may freely assign or transfer our rights or obligations hereunder at our sole discretion. These Terms will bind and inure to the benefit of each yours and our permitted successors and assigns. We may permit our corporate affiliates and its agents and contractors to exercise our rights and perform our obligations under these Terms. Without limiting the foregoing, all limitations of liability and disclaimers in these Terms also extend to our corporate affiliates.

Keep these Terms!

We don't separately file the Terms entered into by you when you join the Creative Community. You can access them at www.grappzie.com/creative-community/. Please make a durable copy of these Terms by printing and/or saving a downloaded copy on your own Device(s).

Language

These Terms are offered in the English language only.

Force Majeure

We will not be liable to you in any way whatsoever for any failure or delay in performance of any of our obligations under these Terms arising out of any event or circumstance beyond our reasonable control.

Severability; No Waiver

If any part of these Terms is held to be invalid or unenforceable, the remainder shall remain valid and enforceable. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

Third Parties

Save as set out in the section entitled 'Liability' a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms, provided that this shall not affect any right or remedy of a third party which exists or is available apart from that Act.