

1. Welcome to BRUSHWRK

1. BRUSHWRK operates a social media-inspired peer-to-peer marketplace which uses artificial intelligence to suggest relevant sellers and items to you and to display your items to the most relevant potential buyers, based on your preferences and other information submitted to it, and which allows you to buy and sell art using the BRUSHWRK application which we make available for download through an app store on your mobile device or via our website (the “Service”). You can search for items, log-in to your profile and view other profiles (each account has a unique and

public URL) via the website.

2. Your relationship with us

1. This document and any documents referred to within it (collectively, the “*Terms of Service*”) set out the terms of your relationship with us. It is important that you read and understand the Terms of Service before using the Service. If there is anything within them that you do not understand, then please contact us at odie@brushwrk.co.uk to discuss what

this means for you.

2. By setting up an account with us and/or using and accessing the Service, you agree to and accept these Terms of Service in their entirety. If you do not agree to these Terms of Service, you may not use the Service.

3. Information about you and your privacy

1. Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use and share information about you.

4. Setting up an account

1. To access our Service, you must register with us and set up an account with a username and password (your “*Account*”). We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case

letters, numbers and symbols) with your Account.

2. You must be at least 13 years of age and capable in your country of residence of entering into a legally binding agreement to use our Service. BRUSHWRK does not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to register for the Service. BRUSHWRK is a General Audience Site and the Service and its content are not directed at children under the age of 13. Children under the age of 13 are prohibited from providing any personal information to the Site. In the event that we learn that we have collected personal information from a child under age 13 without parental consent, we will delete that information as quickly as possible. You may connect to our Service with third-party services approved by us (e.g., Facebook, Instagram or Twitter) and in such circumstances you give us permission to access and use your information from that service as permitted by that

service, and to store your log-in token for that service as set out in our Privacy Policy.

3. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account.

5. BRUSHWRK Marketplace and Payments

1. Our Service allows you to buy and sell art in an easy and fun way.

2. You can sell your items through our Service by publishing pictures of the work you want to sell (“*Sale Item*”). When a user of the Service purchases such Sale Item, this is a “*Sale Transaction*”.

3. Sale Transactions may only take place via Apple Pay or BRUSHWRK Payments via Stripe.

4. As we are not the seller of any Sale Items, we have no control and do not give any commitment relating to the existence, quality, safety, genuineness or legality of Sale Items, the truth or accuracy of any picture or description of the Sale Items or any other content made available by users, the ability of sellers to sell Sale Items, the ability of buyers to pay for them or that a buyer or seller will actually complete a transaction or return the Sale Item, and we have no liability in this respect. Sellers are responsible for ensuring that any age-restricted Sale Items are marked clearly with the applicable age restriction (as required by law) and Buyers agree that they shall not attempt to purchase Sale Items if they are younger than the advertised and legal age restriction.

6. Your right to use the Service

1. The intellectual property rights in all materials and content comprising the Service, including but not limited to images, written content and designs on each page of the BRUSHWRK application and website, either belong to us or we have permission from the owner to use them to provide the Service. All such intellectual property is protected by worldwide intellectual property laws, including copyright and design laws. We give you permission to use the materials

and content comprising the Service for the sole purpose of using the Service in accordance with these Terms of Service.

2. Your right to use the Service is personal to you and you are not allowed to give this right to another person or to sell, gift or transfer your Account to another person. Your right to use the Service does not stop us from giving other people

the right to use the Service.

3. Other than as allowed in these Terms of Service or by us in writing, you are not given the right to use the “BRUSHWRK” name, or any of the “BRUSHWRK” trademarks, logos, domain names and other distinctive brand

features, all of which are intellectual property rights that belong to BRUSHWRK.

4. These Terms of Service do not grant you any rights to, or in, any such intellectual property rights or any other rights or licences in respect of BRUSHWRK’s materials and content, the Service, BRUSHWRK name and/or trademarks, other than as set out in these Terms of Service.

7. Your content

1. You confirm that images, sounds, text or information that you submit or create (“**User Content**”) whilst using the Service will meet the Rules of Acceptable Use.

2. You grant us a worldwide, non-exclusive, royalty-free, irrevocable and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-licence, assign, transfer and exploit the User Content (including any intellectual property rights therein) anywhere and in any form for the purposes of providing our Service

or for any purpose in connection with the operation of our business.

3. Our right to use your User Content does not in any way affect your privacy rights and we will only use information that identifies you as set out in our privacy policy

4. We do not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if we think that it breaks any of the Rules of Acceptable Use, or we believe it is against the ethos of BRUSHWRK.

5. User Content removed from the Service may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations. Therefore we encourage you to maintain your own backup of your User Content and you agree that you will not rely on the Service for the purposes of User Content backup or storage. To the extent permitted by applicable law, we shall have no liability for any loss of User Content.

8. Rules of Acceptable Use

1. In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Service (the “**Rules of Acceptable Use**”).

2. You must make sure the email address you provide in your Account details remains active and is checked by you on a regular basis.
3. You are responsible for all taxes (including any associated penalties, fines, charges and late payment interest) relating to your sales of items through our Service. You must comply with all applicable laws in relation to such taxes and shall promptly provide us with any information we require to verify such compliance. To the extent possible under applicable law, you shall reimburse us on demand any costs we incur as a result of your failure to comply with this section 8(3).
4. When using the Service you must not:
 1. Create more than one Account on the Service (however, you may connect all your social networks or other services accounts, that we support, to your Account on the Service) unless we agree otherwise.
 2. Give any false or misleading information in your Account details.
 3. Permit another person to use the Service under your name or on your behalf unless you are a business and such person is authorised by you.
 4. Use the Service if we have suspended or banned you from using it.
 5. Send junk, spam or repetitive messages.
 6. Engage in any illegal or unlawful conduct including selling or intentionally purchasing any fake or counterfeit items or any item that otherwise breaches another person's rights, and must comply with applicable legal requirements relating to the sale or purchase of Sale Items (including but not limited to import and export rules and illegal products, the listing of any age restrictions, distance selling and cooling off rights which may apply to a Sale Item where the seller is a business).
 7. Modify, interfere, intercept, disrupt or hack the Service.
 8. Misuse the Service by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment.
 9. Collect any data from the Service other than in accordance with these Terms of Service.
 10. Submit or contribute any User Content (including comments and descriptions relating to Sale Items) that contains unlawful content, nudity or violence, is abusive, bullying, threatening, harassing, obscene, misleading, untrue, offensive, defamatory, derogatory or uses bad or rude language, as BRUSHWRK may decide in its absolute discretion.
 11. Unfairly or unlawfully interfere or manipulate any ratings system or user feedback system.
 12. Submit or contribute any User Content without the permission of the content owner, or otherwise infringe the copyright, trademark or other rights of third parties (which includes using hashtags for protected brands, in connection with your listing, that are irrelevant to such listing).
 13. Offer to sell or buy any of the items we list as prohibited items
 14. Purchase or sell a Sale Item by making direct arrangements with the buyer or the seller to use an alternative payment method
 15. Take any action which is deliberately designed to circumvent, reduce or manipulate the Commission due to us (as specified in section 11).
 16. Submit or contribute any information or commentary about another person without that person's permission, or post

private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

17. Mine data, screen scrape or crawl any part of the Service.

18. Disassemble, decompile or reverse engineer any part of the Service.

19. Adapt, copy, vary, edit, distribute or commercialise any content in the Service without the prior written consent of

BRUSHWRK.

20. Circumvent any technical measures implemented to protect or provide the Service.

21. Use any third party's PayPal account unless you have express permission from them to do so.

22. Use the service to drop ship

5. Failure to comply with the Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice, and entirely at our discretion):

1. immediate, temporary or permanent withdrawal of your right to use our Service;

2. immediate, temporary or permanent removal of any User Content (including the removal of Sale Items listed on the Service);

3. issuing of a warning to you;

4. legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

5. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

6. We may investigate any suspected breach of the Rules of Acceptable Use. During such investigation we may temporarily withdraw your right to use our Service or remove User Content (including the removal of Sale Items listed on the Service) without notice to you.

7. The responses described in section 8.5 are not limited, and we may take any other action we reasonably deem appropriate.

9. Notice and takedown policy

1. Any person may contact us by sending us an "Infringement Notice" if any content available through our Service infringes their rights or fails to comply with our Rules of Acceptable Use. The Infringement Notice should be by email to odie@brushwrk.co.uk. Please provide the information described below in the Infringement Notice:

1. your name and contact details;

2. a statement explaining in sufficient detail why you consider that the content available through our Service infringes your rights or fails to comply with our Rules of Acceptable Use; and

3. a link to or such other means of identifying the problematic content.

2. We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim to respond to you within a reasonable period of time on the action we propose to take.

10. Advertisements on the Service

1. We and our selected business partners may provide advertising to you through the Service or by other methods such as email. This advertising may be based on your User Content or other information available through the Service.

11. Seller commission

1. The seller of any Sale Item will pay us a commission on the total transaction amount received by the seller (including VAT and any other applicable taxes, if any, and shipping costs) in respect of any Sale Transaction (the “**Commission**”). The commission is 10% of the proceeds of the Sale Item. BRUSHWRK will not keep any of the commission but donate it to one of the following BAME art charities:

Rosetta (<https://rosettaarts.org/>)

If the Commission payable is less than our minimum Commission, then the seller will be required to pay the minimum commission.

2. Our Commission will be deducted from the funds transferred to you via Stripe (whichever is applicable).
3. We will provide the seller of the Sale Item with an invoice detailing the Commission.
4. The Commission is inclusive of VAT or other sales taxes (where applicable).

12. Ending our relationship

We may also withdraw the Service for any reason, without notice, at any time and without any liability to you.

If you or we end your use of the Service or we withdraw the Service as described in this clause, we may delete or modify your User Content, Account or any other information we hold about you. You will also lose any rights you have to use the Service or access our content or your User Content. We will not offer you compensation for any losses. You should note that even if your Account is deactivated, some of your data may persist and appear within the Service, for example where your User Content has been re-shared by others.

13. Our liability/responsibility to you

1. You alone decide whether to proceed with a sale or purchase of a Sale Item. As such, we make no commitments regarding the Sale Items including the quality or delivery of the Sale Items, or for honouring (or causing any seller to honour) any erroneous information regarding the price, description and availability of, or any information relating to any Sale Items promoted or available through our Service, or the ability of the buyer to complete any purchase of the

Sale Items.

2. Although it is our intention that the Service is available as much as possible, there may be occasions when the Service may be interrupted, including for scheduled maintenance, upgrades and emergency repairs, or due to failure of telecommunication links and/or equipment. The Service and any content contained therein (including User Content) is provided on an “as available” and “as is” basis. This means that we are unable to promise that your use of the Service will be uninterrupted, without delays, error-free or meet your expectations and we do not give any commitment relating to the performance or availability of the Service in these Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by, or be expressed by, applicable law. You accept that the internet may

be subject to breaches of security and that the submission of User Content or other information may not be secure.

3. BRUSHWRK is not responsible or liable for any loss or harm caused by viruses, worms or other programmes

designed to impair the Service.

4. You may be able to access third party links/websites/products via the Service. BRUSHWRK is not responsible or liable for any third party links/websites/products which may be accessed by you at your sole option. Your access to and use of such third party links/websites/products and services shall be solely at your own risk and subject to your

acceptance and compliance with the separate terms and conditions of such third party.

5. To the maximum extent permitted by the law, our total responsibility for any claims relating to a Sale Transaction is

limited to the Commission payable in connection with that Sale Transaction.

6. For any other claims arising out of the provision of the Service (including without limitation any dispute between users where this does not fall within paragraph 5 above, in relation to any content you access via the Service, or any other user you interact with), we do not accept any responsibility whatsoever (whether arising in contract, tort otherwise), except where we cannot disclaim, exclude or limit responsibility by law (such as death and/or personal

injury caused by our negligence).

7. We will never be responsible for any loss or damage that is not reasonably foreseeable and we will never be responsible for indirect losses and/or financial and business loss, or loss of goodwill or reputation.

14. Your responsibility to us

1. If BRUSHWRK is sued due to an action or inaction by you (including a breach of these Terms of Service) then we have the right, at our discretion, to request that you indemnify us (i.e. cover all our costs including legal fees) and hold us harmless from any legal claim or demand for expenses or costs that arises as a result. Where we decide to conduct the defence of such claim, you agree to assist us as reasonably requested.

15. Resolving disputes

Disputes with us

1. If you have a dispute with us relating to the Service, in the first instance please contact us at odie@brushwrk.co.uk and attempt to resolve the dispute with us informally.

Disputes with other users relating to a Sale Transaction

General

1. If you use BRUSHWRK Payments via Stripe to pay for a Sale Item or receive any money for a Sale Transaction you may be eligible for Buyer or Seller Protection, details of which are available below.

2. All purchases/sales made outside of BRUSHWRK are against our Terms of Service and are **not covered** by Buyer or Seller Protection.

In order to be eligible for Buyer or Seller Protection, you must: a) purchase/sell the Sale Item in-app using BRUSHWRK Payments via Stripe, and b) report the transaction issue to BRUSHWRK within 180 days from the date of purchase/sale. Buyer or Seller Protection applies only if these conditions are met.

Buyer Protection

9. To qualify for Buyer Protection, you must be able to prove that a) you bought the Sale Item with BRUSHWRK Payments via Stripe, and b) the Sale Item did not arrive OR was materially and significantly different to the description thereof OR the Sale Item was counterfeit. If we find that the above criteria is fulfilled, subject to you returning the Sale Item where requested (tracked delivery), you will receive a full refund of the Sale Item from the Seller.

Seller Protection

10. To qualify for Seller Protection, you must be able to prove that a) you sold the Sale Item via BRUSHWRK Payments via Stripe, b) you dispatched the order to the address provided on the BRUSHWRK receipt within 7 days of the order (or any timeframe set out in the description for the Sale Item in question if different), c) you responded to any BRUSHWRK emails relating to such Sale Item within the requested period and d) the Sale Item materially and significantly conformed to the description thereof in your shop. As a Seller, non-material goods, prohibited items and meet-in-person transactions are not covered by Seller Protection.

16. Shipping

1. The seller is responsible for the shipment of the Sales Item to the buyer.

17. Changes to the Service

1. We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and

the way people use the Internet and our Service.

2. In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the Service, or feature relating to the Service “*changes to the Service*”. These changes to the Service may affect your past activities on the Service, features that you use and your User Content “*Service Elements*”. Any changes to the Service could involve

Service Elements being deleted or reset.

3. You agree that a key characteristic of our Service is that changes to the Service will take place over time and this is an important basis on which we grant you access to the Service. Once we have made changes to the Service, your continued use of the Service will show that you have accepted any changes to the Service. You are always free to stop using the Service or deactivate your Account

18. Changes to these Terms of Service

1. We may revise these Terms of Service from time to time and any changes will take effect after 3 days of any notification email sent to you notifying you of any changes, or at the time the revised Terms of Service are posted (whichever is the earlier) and your continued use of the Service shall constitute acceptance of such revised Terms of

Service.

2. Changes will usually occur because of new features being added to the Service, changes in the law or where we need

to clarify our position on something.

3. We will try, where possible and reasonable, to contact you to let you know about any significant changes to any of the documents referred to in these Terms of Service. We may contact you through the Service (for example by asking you to

accept the changes before you continue to use the Service) or via a separate email.

4. Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

19. Documents that apply to our relationship with you

1. The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you. Older versions of the Terms of Service will no longer apply to our relationship and will be completely replaced by

the current version.

2. We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Service. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service

will still apply to our relationship.

3. If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

20. Law and general provisions

1. As we are based in England, English law will apply to all disputes and the interpretation of these Terms of Service. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the Service. These Terms of Service do not exclude any mandatory legal rights you may have or obligations BRUSHWRK

may have in your country of residence, where BRUSHWRK is not allowed to exclude such as a matter of law.

2. We may assign any of our rights and obligations under these Terms of Service.

3. These Terms of Service do not create an agency, partnership, employment or joint venture relationship between you and BRUSHWRK.

4. BRUSHWRK will not be liable for any delay in performing or failure to perform its obligations caused by any force majeure event. In those circumstances BRUSHWRK will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed in the context of these Terms of Service and

BRUSHWRK's other commitments.

5. No third party or (except, where applicable, the permitted assign of BRUSHWRK) is entitled to the benefit of these Terms of Service under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. Contact, feedback and complaints

1. If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at odie@brushwrk.co.uk with the subject line 'Terms of Service'.

2. We value hearing from our users, and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.