

Omenai Galleries Terms and Conditions

Effective Date: October 7, 2025

About Omenai

Omenai is a digital platform built to connect African creativity with the global art world. We empower galleries to showcase and sell artworks from emerging and established artists to a global collector base — through technology, transparency, and trust.

These Terms and Conditions (the “Agreement”) govern your participation as a **Gallery** on the Omenai platform (“Omenai,” “we,” “us,” or “our”).

By registering, listing artworks, or conducting sales through Omenai, you agree to be bound by these Terms.

1. Definitions

- **“Gallery”** means any business entity or institution listing artworks for sale or exhibition.
- **“Artist”** means any individual or collective represented by the Gallery or listing artworks for sale.
- **“Collector”** means any individual or entity purchasing artworks.
- **“Artwork”** means any physical or digital art piece uploaded or sold via the Platform.
- **“Order”** means a confirmed transaction initiated by a Collector and accepted by a Gallery.
- **“User”** collectively refers to Collectors, Artists, and Galleries.

2. Eligibility and Verification

2.1 Galleries must be legally registered business entities or institutions authorized to represent artists.

2.2 Omenai reserves the right to verify the Gallery’s legitimacy prior to activation or at any time thereafter.

2.3 Verification may include:

- Business registration or incorporation documents;
- Proof of authorization to represent artists;
- Identity verification of authorized representatives.

3. Artwork Listings and Representation

3.1 Galleries warrant that all Artworks uploaded are authentic and that they have the legal right to list, market, and sell them.

3.2 Galleries must ensure accurate information, pricing, and condition details for all listed Artworks.

3.3 Misrepresentation or fraudulent listings may result in suspension or termination.

3.4 Omenai reserves the right to remove any Artwork that violates platform policy or applicable law.

4. Orders and Payments

4.1 Accepted Orders must be paid for by the Collector within twenty-four (24) hours.

4.2 If unpaid, the Order will be automatically cancelled.

4.3 Once payment is received, the Gallery must reserve the Artwork exclusively for the paying Collector, regardless of exhibition status.

4.4 Payments are processed in USD through approved third-party processors.

4.5 Omenai may introduce a reasonable processing or service fee in the future with thirty (30) days' prior notice.

5. Commissions and Payouts

5.1 Omenai's commission structure for Galleries is **tiered based on subscription package**:

- **Basic Tier:** 25% commission per sale
- **Professional Tier:** 20% commission per sale
- **Enterprise Tier:** 15% commission per sale

5.2 Commission rates are subject to revision with thirty (30) days' written notice.

5.3 Payouts will be made in USD through approved payment channels.

6. Shipping and Logistics

- 6.1 Omenai arranges and manages logistics for all deliveries.
- 6.2 Collectors are responsible for shipping costs at checkout.
- 6.3 Standard insurance covering loss or damage in transit (up to the declared value of the Artwork) is included in the shipping cost.
- 6.4 Galleries must package Artworks securely and prepare them for pickup within the timeline provided by Omenai.
- 6.5 Claims for loss or damage must be filed within seven (7) days of Collector delivery.

7. Refunds and Returns

- 7.1 Refunds may be granted only if:
 - (i) Damage occurred prior to or during shipment; or
 - (ii) The Artwork was materially misrepresented.
- 7.2 Refunds are subject to Omenai's review and final decision.
- 7.3 Return shipping costs are borne by the Collector unless otherwise directed by Omenai.

8. Inactive Accounts

- 8.1 Accounts inactive for six (6) months or more may be suspended or removed at Omenai's discretion.
- 8.2 Galleries may request reactivation by contacting support@omenai.app.

9. Intellectual Property Rights

- 9.1 Galleries retain copyright in all content they upload but grant Omenai a **non-exclusive, royalty-free, worldwide license** to display, reproduce, and promote listed Artworks for marketing and operational purposes.
- 9.2 Galleries warrant that uploaded images and descriptions do not infringe any third-party intellectual property rights.

10. Taxes and Compliance

10.1 Galleries are solely responsible for any taxes or duties related to sales conducted on Omenai.

10.2 Omenai may issue statements or summaries for accounting purposes but is not liable for tax filings or remittances.

11. Limitation of Liability

11.1 Omenai shall not be liable for indirect, incidental, or consequential damages arising from use of the Platform, except in cases of gross negligence or willful misconduct.

11.2 In no event shall Omenai's total liability exceed the commission earned from the sale in dispute.

12. Indemnity

Galleries agree to indemnify and hold harmless Omenai, its affiliates, and personnel from all claims, damages, or losses arising from breach of these Terms or violation of any applicable law.

13. Governing Law and Dispute Resolution

13.1 This Agreement is governed by the laws of the State of Delaware, USA.

13.2 Mandatory consumer, privacy, and e-commerce regulations in the Gallery's jurisdiction (including GDPR, UK GDPR, and NDPR) also apply where relevant.

13.3 All disputes shall be resolved through binding arbitration in New York, United States, administered by the American Arbitration Association.

14. Amendments

Omenai may modify these Terms from time to time. Material changes will be communicated with at least thirty (30) days' notice. Continued use constitutes acceptance.

15. Contact Information

Omenai, Inc.

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