

OMENAI ARTISTS TERMS AND CONDITIONS

Effective Date: October 7, 2025

About Omenai

At Omenai, we believe in amplifying African creativity and connecting it with the global art world through technology, transparency, and opportunity.

As an Artist on Omenai, you join a growing network of contemporary creators redefining how art is shared, discovered, and collected.

These Terms and Conditions (the “Agreement”) outline the rights, responsibilities, and obligations governing your participation as an **Artist** on the Omenai platform (“Omenai,” “we,” “us,” or “our”).

By registering, uploading, or selling Artworks through Omenai, you acknowledge and agree to be bound by this Agreement.

1. Definitions

- **“Artist”** means any individual or collective listing artworks for sale on the Platform.
- **“Collector”** means any individual or entity purchasing artworks.
- **“Gallery”** means any business entity or institution listing artworks for sale or exhibition.
- **“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 an Artist.
- **“User”** collectively refers to Collectors, Artists, and Galleries.

2. Eligibility and Verification

2.1 Artists must be at least 18 years of age and legally able to enter into binding agreements.

2.2 Omenai reserves the right to verify an Artist’s identity and professional status prior to approval or payout. Verification may include:

- Government-issued identification;
- Proof of address;
- Portfolio or professional practice documentation.

3. Artwork Listings and Accuracy

- 3.1 Artists are responsible for ensuring that all details, descriptions, and images of Artworks are accurate and up to date.
- 3.2 Artworks must be original and created by the Artist or represented entity.
- 3.3 Misrepresentation, counterfeit submissions, or violation of intellectual property rights will result in immediate suspension or termination.

4. Exclusivity

- 4.1 All Artworks uploaded to Omenai are subject to a **ninety (90) day exclusivity period** beginning from the date of listing.
- 4.2 During this period, the Artwork may not be listed or sold elsewhere.
- 4.3 After ninety (90) days, the Artist may freely market the Artwork externally.
- 4.4 Breach of exclusivity will result in a **penalty of ten percent (10%)** deducted from the Artist's next successful sale proceeds.
- 4.5 Repeated violations may lead to account termination.

5. Commissions and Earnings

- 5.1 Omenai shall deduct a **thirty-five percent (35%) commission** from all successful sales.
- 5.2 Commission rates are subject to change with thirty (30) days' prior notice.
- 5.3 Artist earnings become withdrawable only after:
 - Confirmation of delivery to the Collector, and
 - Expiration of the 7-day claim window for damage or misrepresentation.
- 5.4 Payments are made in USD via approved payment processors.

6. Order Management

- 6.1 Artists must confirm or respond to Orders within **three (3) days** of notification.
- 6.2 Unacknowledged Orders will be automatically declined.
- 6.3 If the Collector fails to remit payment within twenty-four (24) hours of acceptance, the Order may be voided.

7. Shipping and Logistics

- 7.1 Omenai arranges all shipping and logistics for sold Artworks.
- 7.2 Shipping costs are paid by the Collector.
- 7.3 All shipments include **standard insurance** covering loss or damage in transit up to the declared value of the Artwork.
- 7.4 Artists are responsible for proper packaging and readiness for pickup or dispatch.
- 7.5 Claims for transit damage must be filed within seven (7) days of delivery to the Collector.

8. Intellectual Property Rights

- 8.1 The Artist retains full ownership and copyright of their Artworks unless expressly transferred in writing.
- 8.2 By uploading Artworks to Omenai, Artists grant Omenai a **non-exclusive, royalty-free, worldwide license** to display, reproduce, and promote the Artworks for operational, marketing, and editorial purposes.
- 8.3 Omenai will never sell or reproduce an Artwork without the Artist's express consent.

9. Taxes and Compliance

- 9.1 Artists are solely responsible for reporting and paying any applicable taxes on their earnings.
- 9.2 Omenai may issue payment summaries or receipts for tax purposes but is not responsible for local tax filings.

10. Account Management and Termination

- 10.1 Omenai may suspend or terminate an Artist's account for violation of these Terms or applicable law.
- 10.2 Artists may close their accounts at any time by contacting support@omenai.app.
- 10.3 Omenai may retain transaction records as required by law.

11. Limitation of Liability

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

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

12. Indemnity

Artists agree to indemnify and hold harmless Omenai, its affiliates, and personnel from all losses, claims, or damages arising from breaches of these Terms, intellectual property violations, or unlawful use of the Platform.

13. Governing Law and Dispute Resolution

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

13.2 Local consumer, data, and e-commerce laws (including GDPR, UK GDPR, and NDPR) shall apply where relevant.

13.3 Disputes shall be resolved by binding arbitration administered in New York, United States, under the American Arbitration Association rules.

14. Amendments

Omenai may modify these Terms from time to time with at least thirty (30) days' prior notice. Continued use constitutes acceptance of any changes.

15. Contact Information

Omenai, Inc.

16192 Coastal Hwy, Lewes, DE 19958, USA

info@omenai.app | support@omenai.app | legal@omenai.app