

FEVERED IMAGINATION: BUYER TERMS AND CONDITIONS

Fevered Imagination provides a service for viewing, selling and purchasing original works of book-art and commercially exploiting digital images of works of art through our website, accessible at www.feveredimagination.co.uk (the "**Site**")

Please read carefully the following terms and conditions ("**Terms**") and our Privacy Policy, which may be found at www.feveredimagination.co.uk/privacy (the "**Privacy Policy**").

These Terms, the Privacy Policy, and any other policies linked to herein, govern your access to and use of the Services, and constitute a binding legal agreement between you and Fevered Imagination.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. IF YOU WANT TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, YOU MAY DO SO PROVIDED YOU FOLLOW THE PROCEDURES SET FORTH BELOW IN THE SECTION ENTITLED "AGREEMENT TO ARBITRATE". THE DISPUTE RESOLUTION SECTION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A PROPOSED CLASS. THESE TERMS ALSO INCLUDE A WAIVER OF YOUR RIGHTS TO A TRIAL BY JURY IRRESPECTIVE OF WHETHER YOU AGREE TO ARBITRATE YOUR CLAIMS.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES OR BY SELLING OR PURCHASING A WORK ON OR THROUGH THE SERVICES OR BY POSTING ANY CONTENT ON THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND THE PRIVACY POLICY, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal

entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Modifications to these Terms

Fevered Imagination reserves the right, at its sole discretion, to modify, discontinue or terminate the Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Services or provide you with notice of the modification. We will also update the “Last Updated Date”. By continuing to access or use the Services after we have posted a modification on the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services. We encourage you to check back regularly to review these Terms.

Modifications to the Services

We reserve the right to change the URL, modify or discontinue, and restrict or block access to, the Services without notice to you. We may modify or remove any Original Works of Art (as defined below), Digital Works (as defined below), or Fevered Imagination Content (as defined below) from the Services at any time without notice to you, including the removal of any works of art or content that we believe to be obscene, excessively violent, harassing, or otherwise objectionable.

Occasionally, there may be information on the Services that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any such information on the Services is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Services, except as required by applicable local, state, federal or international laws, regulations, or statutes. No specified update or refresh date applied to the Services should be taken to indicate that all information on the Services has been modified or updated.

Privacy

See Fevered Imagination's Privacy Policy at www.feveredimagination.co.uk/privacy-policy for information and notices concerning Fevered Imagination's collection and use of your personal information.

Purchases of Original Works of Art

When you purchase an Original Work of Art through the Services, you are purchasing the work from the Member identified on the listing for such work and not from Fevered Imagination. Prices for Original Works of Art will be as specified on the applicable listing. You acknowledge that prices do not include shipping and handling charges but that these are payable by you and will be shown in full at the time of purchase and which will be separately identified on your receipt. Fevered Imagination will collect your billing and shipping information and process your payment. The Member identified on the listing of the Original Work of Art will ship the purchased work directly to you. The terms and conditions of Fevered Imagination's then-current Return Policy apply to any Original Works of Art that you purchase through the Services. All purchases are to be made online through the Site and not directly to the artist.

Returns Policy

Fevered Imagination offers a full returns policy within two weeks if a book is faulty, incorrectly described or damaged. This must be reported immediately to Fevered Imagination by email through our website and in any case within two weeks.

If a book is delivered in a damaged or faulty condition:

This situation must be reported to Fevered Imagination by email as soon as the damage is discovered and within 2 weeks of delivery. If the damage is extensive, we will require photographic evidence, and you will be compensated by a refund of the purchase price and postage costs. We would ask for detailed information to try to determine whether the damage is the fault of the postal service, or was inadequately packaged by the Artist.

If the damage is slight, Fevered Imagination will negotiate with the Artist, if you wish, to carry out repairs. Fevered Imagination will broker all such negotiations between the Buyer and the Artist.

If a book is radically different from its description in the online gallery:

This situation must be reported to Fevered Imagination by email as soon as the artwork is received and within two weeks. Photographic evidence will be required and a description of the Buyer's expectation and what has been received. Fevered Imagination will broker all negotiations between the Buyer and the Artist to attempt to reach a reasonable outcome. This could include the re-making of the book or a full refund. Fevered Imagination's decision on the outcome is final.

Order Cancellations

Fevered Imagination reserves the right to cancel any order for an Original Work of Art or Printed Work placed via the Services if Fevered Imagination determines, in its reasonable discretion, that the item is mispriced, out of stock, discontinued, or otherwise unavailable at the price listed via the Services. If Fevered Imagination cancels an order placed via the Services, Fevered Imagination will send you an email confirmation of such cancellation and you will not be charged for your order.

Transaction Restrictions

If you are a Registered Artist (Member) with Fevered Imagination and want to purchase an Original Work of Art for which another Member has submitted a listing, or a similar work or custom piece related to a listed work of art, you may not purchase such Original Work of Art or Digital Work from such Member independent of the Fevered Imagination and the Services. Violation of this provision may result in the termination of your Member account as an artist or buyer, in addition to any other remedies available to Fevered Imagination including, without limitation, injunctive or other appropriate relief.

Taxes

All prices, commissions, fees and other amounts referred to in these Terms, including any prices, commissions and fees set forth on the Services do not include any sales, use, value

added (“**VAT**”), goods and services (“**GST**”) or similar taxes or withholding taxes or any customs, duties or tariffs that may be assessed by any governmental tax authority or that are otherwise payable under applicable law with respect to the purchase, sale and licensing transactions contemplated hereunder (collectively, “**Taxes**”). If you are a seller of Original Works of Book Art you acknowledge that Fevered Imagination will withhold any Taxes required to be withheld from the payments Fevered Imagination makes to you. Seller must fill out any appropriate tax forms prior to any amounts being paid.

If you are a purchaser of Original Works of Book Art you acknowledge that Taxes including VAT will be added to the amounts charged, when required or when allowed to do so. Each party will be responsible for complying with any and all obligations imposed on it under applicable law with respect to the collection and payment of any Taxes including VAT. Each party will cooperate with the other party, and furnish the other party with any customary written documentation or forms required under applicable law to enable the other party to comply with such obligations or to exercise any rights available under applicable law to minimise or to qualify for an exemption from any such obligations.

Colour

You understand and agree that Fevered Imagination uses commercially reasonable efforts to display the colours of Original Works of Art, Digital Works and Printed Works accurately via the Services. However, because individual computer monitors may display colours differently, Fevered Imagination is not responsible for the colour accuracy of any Original Works of Book Art displayed on the Services, and disclaims all liability in this regard.

ADDITIONAL TERMS AND CONDITIONS

Fevered Imagination's Intellectual Property

The Services and Fevered Imagination Content are protected by copyright, trademark laws. Except as expressly provided in these Terms, Fevered Imagination exclusively owns all right, title and interest in and to the Services and Fevered Imagination Content, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Fevered Imagination Content.

Copyright Policy

Fevered Imagination respects copyright law and expects its users to do the same. It is Fevered Imagination's policy to terminate in appropriate circumstances artists or others who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that Fevered Imagination is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Fevered Imagination of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Payments

If you wish to purchase an Original Work of Art or Printed Work via the Services, you may be asked to supply certain information relevant to your purchase, including, without limitation, credit card number, expiration date, billing address, VAT ID, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED BY YOU OR THROUGH YOUR

ACCOUNT FOR ANY SUCH PURCHASE. You acknowledge that any such information will be treated by us in accordance with our Privacy Policy. You grant us the right to provide such information to third parties in order to facilitate the completion of transactions initiated by you or on your behalf through the Services. Verification of information may be required prior to acceptance of any order through the Services.

Changes

We reserve the right, with or without prior notice, to: change descriptions or references to artworks, products, subscriptions, software or services; limit the available quantity of any artworks, products, subscriptions, software, or services; and/or refuse to provide any user of the Services with any products, subscriptions, software or services.

Disclaimers

THE SERVICES, Fevered Imagination CONTENT AND MEMBER CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, Fevered Imagination EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Fevered Imagination MAKES NO WARRANTY THAT THE SITE, SERVICES, Fevered Imagination CONTENT OR MEMEBER CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. Fevered Imagination MAKES NO WARRANTY REGARDING THE QUALITY OF ANY WORKS, SERVICES, CONTENT OR PRODUCTS PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM Fevered Imagination OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT

EXPRESSLY MADE HEREIN. NO ACTION SHOULD BE TAKEN OR PURCHASE MADE BASED UPON ANY OF THE INFORMATION CONTAINED IN THE SERVICES. YOU SHOULD SEEK INDEPENDENT ADVICE FROM A PROFESSIONAL AND/OR A PERSON WHO IS KNOWLEDGEABLE IN THE APPLICABLE AREA BEFORE ACTING UPON ANY OPINION, ADVICE, OR INFORMATION CONTAINED IN THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, Fevered Imagination DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF MEMBERS OR OTHER USERS OF THE SERVICES, NOR DOES Fevered Imagination MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF ANY MEMBERS OR USERS OF THE SERVICES. Fevered Imagination MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You agree to defend, indemnify, and hold Fevered Imagination, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, Fevered Imagination Content or your violation of these Terms.

Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Services, Fevered Imagination Content remains with you. Neither Fevered Imagination nor any other party involved in creating, producing, or delivering the Services, Fevered Imagination Content or Member Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss

of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Services, Fevered Imagination Content or Member Content, or from any communications, interactions or meetings with other Members or users of the Services or other persons with whom you communicate or interact as a result of your use of the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Fevered Imagination has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

In no event will Fevered Imagination's aggregate liability arising out of or in connection with these Terms or from the use of or inability to use the Services, Fevered Imagination Content or Member Content exceed: (i) if you are a Member who has sold Original Works of Art or has licensed Digital Works and has received any Artist Revenue Share from Fevered Imagination from the sale of Printed Works, the total payments made or credited to you by Fevered Imagination for the sale of your Original Works of Book Art during the three (3) month period preceding the date a claim for liability arises under these Terms; and (ii) if you are a Member who has purchased Original Works of Book Art the total payments that you made to Fevered Imagination for the Original Works of Book Art that are the subject of a claim. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Fevered Imagination and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Fevered Imagination used herein are trademarks or registered trademarks of Fevered Imagination or its licensors. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

RESOLUTION OF DISPUTES

Governing Law and Jurisdiction

These Terms will be governed by the laws of the United Kingdom without regard to conflict of law provisions. You and we expressly agree that any claim or dispute must be resolved exclusively by a British court or arbitration.

Informal Resolution

It is our goal that the Services meet your expectations and provide excellent service. However, there may be instances when you feel that we have made a mistake or left you disappointed in some way. In those instances, we are committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your concern. Therefore, for any problem or dispute that you may have with us, you acknowledge and agree that you will, as an initial matter, email us to describe to us the nature of your complaint or dissatisfaction. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within thirty (30) days after our receipt of your written description of it, you agree to the further dispute resolution provisions below. To the extent permitted by applicable law, the informal resolution process described in this paragraph is a precondition to pursuing any other process, so please do not forget to contact us first.

Mutual Agreement to Arbitrate

PLEASE READ THIS AGREEMENT TO ARBITRATE CAREFULLY TO UNDERSTAND YOUR RIGHTS. BY ELECTING ARBITRATION, YOU AND WE AGREE TO ARBITRATE ANY CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS YOU OPT-OUT. YOU AND WE AGREE THAT ALL SUCH CLAIMS WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A PROPOSED CLASS ACTION. WHETHER OR NOT YOU OPT-OUT, HOWEVER, YOU ARE GIVING UP A RIGHT TO A TRIAL BY JURY. YOU AND WE UNDERSTAND THAT DISCOVERY AND APPEAL RIGHTS ARE MORE LIMITED IN ARBITRATION.

The arbitrator WILL have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of THESE TERMS AND this Agreement to arbitrate, including but not limited to, any claim that all or any part of THESE TERMS OR this Agreement to Arbitrate is void or voidable.

You and we agree that, except as expressly set forth below, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of the Services and these Terms or to any products or services sold or distributed through the Services, will be final and binding arbitration, except to the extent that either party has, in any manner, infringed upon or violated, or threatened to infringe upon or violate, the rights of either party or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights or is seeking to vindicate public rights, in which case both sides acknowledge that arbitration is not an adequate remedy and that injunctive or other appropriate relief may be sought by either party and/or the applicable third party(ies) on an individual basis in a British court. As a limited exception to this mutual Agreement to Arbitrate, you and we agree that either party may take claims to small claims court, if the claims qualify for hearing by such court. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Fevered Imagination and you regarding the Services and these Terms supersede and replace any and all prior oral or written understandings or agreements between Fevered Imagination and you regarding the Services.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Fevered Imagination's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Fevered Imagination may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by Fevered Imagination via email (in each case to the address that you provide) or (ii) by posting to the

Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of Fevered Imagination to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorised representative of Fevered Imagination. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contacting Fevered Imagination

If you have any questions about these Terms, please contact Fevered Imagination by email.

Contact details: info@feveredimagination.co.uk