

Conditions of use for Artists and Users

Welcome on **Teelent**

Teelent is a portal (website) of artists for artists who want to celebrate and help to express art and creativity in all its forms, and thanks to the support of our users intends to make it known and disseminated in the world. To this end every artist who exhibits his creations has a fundamental task: to show his artistic talent, give feedback, write reviews, participate in forums, collaborate with other members to share community activities to help them achieve visibility and important results. .

A key aspect is that all of Teelent's artists and users (so-called supporters) comply with the rules on intellectual property rights, including copyrights and trademarks. Even if you are a supporter or a browser, we invite you to respect the copyright and trademarks of all the works you see or support on Teelent. Respecting the intellectual property of other people is an essential and indispensable principle of the Teelent community.

As an artist you must also be aware that publishing your work involves legal responsibilities. It is up to you to ensure that you do not violate the rights of others and do not infringe any law by publishing your work via Teelent.

Respecting each other and respecting the art you find here will help make Teelent a stimulating and entertaining community.

These terms of use govern the use of the artist and the supporter and provide information on the services provided by Teelent.

It is important to read the conditions of use in its entirety.

By creating an account and using this website you unconditionally accept these terms of use.

If you do not agree and do not share the rules for using our website, please do not use it and do not create an account.

Access to the Teelent service

All subjects (Artists) who intend to access and / or use the Teelent website at www.teelent.it and its Services must register on the website in the manner described below and accept these conditions of use to be considered binding .

The registration and use of this website implies the unconditional acceptance of the contractual clauses shown below.

Who can use Teelent (age requirements)

Our services are available and can be used only by persons who can stipulate legally binding contracts according to Italian law. In any case our services are not available for people under 18 years of age.

By using the website, the visitor and / or artist declares under his responsibility to meet the age requirements.

Object of the Teelent service

The digital contents that can be published on the website ("your creations / works of art") can be illustrations (made with both traditional and digital techniques), information, texts, data, graphics, images, photographs, sounds, video, music or any other material that is the result of creativity.

Your creations / works of art can be viewed by all users of the Site once you decide to publish them and are approved by Teelent.

By registering with the Website, you expressly authorize all Teelent users to view your creations / works of art.

By registering and registering with this Site, Teelent offers you the possibility to use the following services (the "Teelent Service"):

- publish, comment, make reviews on your creations and / or works of art;
- interact and compare yourself with other users and artists;
- offer your creation / work of art for sale, also as part of a physical product;
- obtain Teelent support for:
 - assistance and advice in the creation and production of products based on your work of art or creation;
 - receipt of purchase orders;
 - the sale of a product that is the subject of your order or a user;
 - shipping and delivery of the Product in the manner that your customer will indicate.
- Communication and promotion of your products in all its forms

Contract modification

We reserve the right to modify the terms of this agreement at any time when the need arises, by committing ourselves to promptly inform you of such changes by sending an email to the email address you have communicated or registered on Teelent, or displaying the information on the changes on our home page. In both cases, the continuous use of the website will be considered as acceptance of the new terms.

Registration and commitments of the Artist

Registration is free.

In order to access the Site and its Services as well as to insert any content / creation / work of art, including writing comments in the forums or reviews, it is necessary to create a User Profile with password protected account.

To this end, you will be asked to provide your personal data, select a "user name", a "password" and an "email address" at the time of registration.

False identities may not be used, other than Yourself, that is providing incorrect information or creating accounts for other people: you are totally responsible for the content and veracity of the data sent to Teelent.

By registering with the Site, you authorize Teelenta to process your data and use it for the purposes specified in the Privacy Policy to which reference should be made.

You can close your account at any time by following the procedure indicated in your account.

At its sole discretion, Teelent may:

- refuse the use of a "user name" that it deems to be inappropriate or in violation of the rights of third parties;
- refuse the registration request.

Any information you choose to make public in your profile can be viewed, distributed or linked within the website or used for the provision of the Teelent Service.

You undertake to keep your "password" confidential and not to disclose it to third parties.

You will be held liable exclusively for publications of any kind made on the website by using your "password", as well as for any loss caused by any use of your password by you or any other person even by you not authorized.

In case you believe that your "password" may have been stolen or there has been unauthorized access to your account, you agree to notify us and to change it immediately.

Intellectual Property Rights and Licenses

Teelent is the creator and author of this Website and is reserved for all industrial and intellectual property rights, including with reference to the Services provided (including software, texts, graphics, logos, icons, trademarks, etc.) .).

The Artist retains the copyright and the right to be recognized as the author of the creations / works he sends or publishes on the website.

By publishing your works, maintaining your right to be recognized as the author of the work / creation you publish, authorize each User to access the content published by you on the Website.

When you send or upload your creations / works on the Website you guarantee under your sole responsibility that:

- "You own all copyrights on the creation / work, or if you are not the owner, that you are authorized to use the creation / work that you publish and that you are the holder of all the rights necessary to publish, reproduce and sell your creation / Opera;
- "everything published on your account does not violate the intellectual property rights or other rights of third parties, including copyrights, trademarks, patents or privacy or advertising rights;
- "use of the Site will be in compliance with all applicable and current laws, rules and regulations;
- "the content of Your creations / works does not contain material that defames people, races, religion or religious groups and is not obscene, pornographic, indecent, harassing, threatening, harmful, in violation of privacy rights or publicity;
- "the content of your creations / works and publications does not include malicious code, such as but not limited to viruses, trojanhorse, worms, time bombs, cancelbots or other programming routines that may damage any system, program, data, or personal information ;
- "the content of your creations / works and publications is not misleading and deceptive and does not offer or spread goods, service fraudulent promotions.

Teelent, at its sole discretion, reserves the right to check and verify the contents published by You.

Teelent also reserves the right to remove your creations and / or publications on the Site, or suspend or block access to the Site if the content of your creations / publications:

- are deemed inappropriate or in violation of the rights of the person or privacy (for example, but not limited to content that can defame people, races, religions or religious groups, obscene, pornographic, indecent, threatening or harassing).

- violate this agreement and / or laws and / or regulations and / or industrial property rights of third parties who claim their right to be recognized as authors of the published work;

- violate the industrial or intellectual property rights, trademarks and licenses of Teelent: it is not possible in any way or by any means to use, adapt, reproduce, store, distribute, print, display, execute, publish or create works that are traceable to our website without authorization.

In case of violation by Tua of the above rules, Teelent will have the right not only to be relieved of you in case of claims for damages that should be formulated against him by third parties, but also to

request the indemnities / compensation as a consequence of any direct or indirect damage caused by your violation.

By publishing your creations / works on the Site, even if covered by intellectual property rights, you grant Teelent a non-exclusive, worldwide license, free of charge and not subject to royalties, irrevocable, transferable and conferred in sub-license to use, display, modify , reproduce, publish, design, store, store, advertise your creations / works for commercial and non-commercial purposes, and by joining the Services Contract to prepare, produce, sell and ship the products derived from your creations / works, this also to the order to allow us to provide you with all our services.

You can at any time revoke the license and access authorization by deleting your content or your account.

Sale of artistic creations on a physical product

All registered Artists can offer their artistic creation for sale, even on a physical product, on the Website.

By adhering to the Contract for the use of the Services to which reference should be made, Teelent will provide the Artist with assistance to organize, produce and sell your creation / work of art also to be placed on a physical product.

Users can purchase products on the Teelent website using a credit card, the PayPal system, Stripe or other payment methods defined exclusively by Teelent

You do not have to be a Registered User to purchase a product or a creation / artwork posted on our Site.

The sale price is fixed at the time the User places the order.

Cancellation of orders

The Artist authorizes Teelent to cancel an order if we believe it has been done in violation of this agreement or in violation of the rights of any person or of any law. We can cancel an order even if it has been confirmed and you have been charged to your credit card or PayPal account.

We reserve this right up to the time of delivery of the product to the User. If a cancellation of the order occurs after the charge to the customer, we will credit a sum equal to the amount of the purchase on the credit card or on the PayPal account of the User.

Delivery of the purchased product

The delivery will be carried out according to the instructions provided by the User by postal service or courier, after payment of the purchase price.

Teelent will charge the shipping costs to the User that will vary depending on the size and price of the product.

The transport costs are shown how much the user makes the order.

Damaged goods

If a product is delivered to a damaged User, Teelent will replace the product after checking the damage and tracing the damage to a production error.

In case of receipt of a damaged product, it is necessary to send an e-mail to Teelent customer service at hello@teelent.it within 10 days of receipt to inform us of the nature of the damage and to arrange the shipment of a new product without no cost to the User.

Reporting inappropriate content to Teelent

The only responsible for the content of the publications published on the Website are their creators.

It is considered inappropriate content not only those that violate the copyright or other intellectual property rights of any person or company, but also those that defame people, races, religions or religious groups, are obscene, pornographic, indecent, harassing, threatening, harmful, in violation of privacy or publicity rights.

Please help us by immediately communicating to us any inappropriate or potentially inappropriate content or in violation of a copyright you see on the site. You can do this by sending an email to hello@teelent.it.

Site and information security

No data transmission over the Internet can be guaranteed as totally secure. We are committed to protecting this information, but we do not guarantee and can not guarantee the security of the information you transmit to us. As a result, any information you transmit to us is transmitted at your own risk.

The Artist acknowledges that, despite our commitment to keep the site safe and secure, the services offered by Teelent or this website may be affected by interruptions, failures or delays caused by technical difficulties in performing the services, malfunctions of our software or other equipment, systems or equipment, difficulties in connecting to the Internet or infrastructure failures.

Therefore we do not guarantee that the contents published on this website or the services offered are uninterrupted, free from inaccuracies or errors, satisfy your needs, are protected from loss, misuse or alteration by third parties.

In any case, Teelent assumes no responsibility towards the Artist or third parties for losses or damages, however caused, that you may directly or indirectly suffer with the use of our services on this site or any linked site, or assume no responsibility for any losses deriving from the use or reliance on the information contained or accessible through this Site.

Privacy Policy

Your privacy is very important to us. Artists and users of our Website must refer to our privacy policy. For references and information on how we collect and use personal information go to <https://www.iubenda.com/privacy-policy/68652443>

Applicable law Resolution of disputes and Competent Court

These Terms of Use and the Services Contract and all their effects are governed by Italian law.

Pursuant to and for the effects of art. 14 of the EU regulation n. 524/2013, we inform consumers residing in the States belonging to the European Union that for the resolution of disputes relating to this contract and the online services offered by this site, there is the possibility to resort to the procedure of ODR (Online Dispute Resolution) envisaged by the European Commission and accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

In compliance with the aforementioned regulations, we inform you that the e-mail address of The Youcan Company S.r.l. is theyoucan@peceasy.it

The competent court to decide on all disputes that may arise between the parties, such as by way of example those related to the application, execution and interpretation of this contract, where the user is qualified as "Consumer" under the current Consumer Code is to be identified in the User's place of residence.

In other cases, the competent court will be exclusively that of Varese.

This contract is drawn up in Italian and this is the binding language for the interpretation and execution of these general terms and conditions of contract and use as well as the Contract for the use of the Services.

Contract for the use of the Services - General Conditions of Sale

Teelent offers the artist the opportunity to facilitate the marketing and sale of his artistic creations also to be placed on a physical product, as well as the possibility of organizing the production of the physical product upon receipt of an order by the User made through the our website www.teelent.it. Teelent will provide the services indicated below under the terms and conditions indicated in this "Service contract".

The Artist to be able to use the Services promoted by Teelent must register on the Site and with the registration accepts the following conditions that he is required to read carefully.

The Services are provided by The Youcan Company Srl with headquarters in Varese Corso Matteotti 53 CF / PIVA 02386020024 REA VA-318900. Email theyoucan@peceasy.it

1. Services

1.1 By registering with our Website and creating your account you declare that you agree to the provision of the following services by Teelent:

- promote the sale and receive the orders received on the Site for the purchase of your creations also to be placed on a product.
- process orders, process and produce your products and provide payment tools.
- provide for the delivery of your products according to the instructions that the customer will provide.
- manage payments and their methods.
- Promote and publicize You, Your creations / works of art and Your products with the modalities we will consider at our unquestionable most appropriate judgment.

2. Licence

2.1 With the registration to the Site and the publication of Your creations / works of art on the Website, even if covered by intellectual property rights, in order to enable us to provide and execute our Services, you grant Teelent and The Youcan Company S.r.l. a non-exclusive, worldwide license, free of charge and not subject to royalties, irrevocable, transferable and conferred in sub-license to use, display, modify, reproduce, publish, design, store, store, advertise for commercial and non-commercial purposes, your creations / works of art, as well as to prepare, produce, sell and ship your creations / works of art as well as products derived from your creations / works of art.

You can at any time revoke the license and authorization to use your creations / works of art by deleting your content or your account.

3. Selling price of your creations / works of art as well as your products

3.1 The selling price of your creations / works of art as well as products derived from your creations / works of art is indicated, determined and predefined by Teelent and in particular consists of:

- the cost of production;
- ancillary costs (for example: bags, tags, packaging, etc.)
- the fee / commission of Teelent for hosting and for the Services provided;
- logistics and warehouse costs
- royalty for the Artist;
- any tax taxes.

3.2 The price is expressed in Euro and is inclusive of VAT.

3.4 When you intend to sell your individual creation / work of art, you can change the percentage markup of gain you want and which may be higher or lower than the basic price, but it can not be

lower or higher than the limits imposed by Teelent (limits that may be subject to change from time to time).

The percentage markup selected by You on the Site for each of Your products is used to calculate the Euro value of Your royalty for each sale.

We reserve the right to change the basic amount at any time without specific notice and this will affect the value of the royalties in euros.

The retail price will not change on a single sale after a customer has sent an order to the Site.

3.5 The royalties are calculated as a percentage of the basic price, net of production costs and VAT.

The percentage of the recognized royalty will be:

- 50% on the net gain of the sale of your creations / works of art or products derived from your creations / works of art. The remaining 50% will be Teelent's fee for hosting activities and for the services provided.

- 5% on the net revenue from the sale of creations / works of art or products derived from the creations / works of art by other Artists (Affiliation): with the registration to the site you will be assigned a personal code that, if used by users for the purchase of creations / works of art or products derived from the creations / works of art of other artists, will allow the recognition of the above mentioned royalty.

- 70% on the net sales of your creations / works of art or products derived from your creations / works of art in the case of Donations that correspond to the difference between the sale price decided and the final payment that the User decides to pay the artist for his work. The remaining 30% will be Teelent's fee for hosting and the services provided.

3.6 Teelent will also charge you the cost of the shipment that will be retained by us and will not reduce the royalty to be paid to you.

3.7 You can check your orders and earnings at any time by accessing your reserved area.

3.8 Teelent does not guarantee that it will be able to process every order for your products or that you will obtain an economic advantage or in any case a profit by adhering to this Service Contract.

4. Terms of payment

4.1 By registering on the Website and by adhering to this Agreement you authorize Teelent to collect the price of the sale of your creations / works of art and products derived from your creations / works of art.

4.2 The royalties accrued by You will be paid to you only with the PayPal system.

The payment will be made by Teelent upon your request upon reaching the minimum accrued threshold of € 200.00 (two hundred euros / 00).

4.3 Together with the payment of Your Royalty, a receipt / payment receipt will be generated in Your name.

4.4 You commit, under Your sole responsibility, to communicate to Teelent your PayPal account. Teelent will not be liable for any losses incurred by You if You provide us with incorrect information. If we can not make a payment due to the incorrect communication of your PayPal account, we will retain your fee for up to 6 months from the payment date. After expiry of this term, if You have not provided the correct data, your accrued royalties will be retained by Teelent or donated to a charity of our choice.

5. Charges and tax liability

5.1 Each party is responsible for paying the tax charges as well as any other tax, customs or tax charge of any kind of its competence, associated with each transaction. We advise you to consult your tax adviser to inform you about the tax burden for your account as a seller of the Product. This may include sales tax, VAT and other transactional taxes.

5.2 Teelent will not collect or pay any tax charges for you on your behalf, as Teelent simply acts as a tool to facilitate the sale of your product to customers.

You therefore undertake to pay all taxes, taxes and / or taxes due on the revenues you have obtained from the sale of your product.

6. Liability limitations - Compensation

6.1 Teelent will not be in any way responsible in case of non-fulfillment of the manufacturer, unavailability of Products subject to purchase order, as well as for their failure, delayed or incorrect delivery to the customer or for the lack of quality of the Products.

In no case will Teelent be liable for any loss or damage resulting from or resulting from the execution of this agreement.

You therefore undertake to indemnify and hold Teelent harmless from all requests for payment, including for damages, that should be formulated by third parties and deriving from the execution of this agreement.

7. Right of Withdrawal and Resolution of the Agreement

7.1 The Artist may withdraw from the present Service Contract at any time by closing his account in the manner described in the Conditions of Use for Artists and Users.

7.2 Teelent may withdraw from the contract at any time by informing the Artist of the withdrawal and proceeding with the closure of the account.

7.3 Following the notice of withdrawal, you authorize us, for a period of 6 (six) months to complete any transactions in progress relating to your products, as a result of which, upon payment of any consideration due to you or that you have accumulated, Your account will be closed.

PS The present document is a simple translation from Italian. To better understand the legal part read the Italian version