

This User Agreement describes the terms on which Savvy Designs (“Savvy Designs”, “we”, “us”, “SavvyArt Market”), a Canadian company with its principal place of business in Canada, offers you (“you” or “your company”) access to our site (including all content and functionality available through savvyartmarket.com), and services provided by us. By visiting or using the services available on savvyartmarket.com (the “Site” or “savvyartmarket.com”) you are agreeing to the following terms without change, including those terms available by hyperlink (collectively, the “Agreement”). This Agreement applies to all users of the Site, including without limitation users who are vendors, customers, merchants, contributors of content, information and other materials or services on the Site.

If you do not agree to any of the terms in this Agreement and the related policies referenced in this Agreement, please do not use this Site. This Agreement is effective on October 11, 2011 and your continued use of the Site after such time will signify your acceptance of this Agreement.

1. Eligibility

Only parties that can lawfully enter into and form legal contracts may use the Site and our services. If you use our services, you expressly represent to us that you are at least over the age of eighteen (18) and may lawfully enter into and form binding contracts, conditions, obligations, affirmations, representations and warranties. You declare that all registration information you submit is accurate and truthful. Before you may become a member of the Site, you must read and accept all of the terms and conditions in this Agreement. We reserve the right in our sole and absolute discretion to refuse, suspend, or terminate service to anyone. Individuals under the age of 18 must at all times use SavvyArt Market services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In all cases, the adult is the user and is responsible for any and all activities.

2. Fees and Services

SavvyArt Market's Fees Policy, which is subject to change, is incorporated into this Agreement by reference. Changes to the Fees Policy and the fees for SavvyArt Market's services are effective after SavvyArt Market provides you with at least seven (7) days' notice by posting the changes on the Site. There is no cost to becoming a member on the Site or in browsing the Site. We charge commissions on artwork sold, rented and commissioned and charge fees to Buyers and Artists who use our services. When you use a service that has a fee associated with it, you will always have an opportunity to review and accept the fees that you will be charged. We may choose to temporarily change the fees for our services for promotions or for new services. Such changes are effective when SavvyArt Market posts the temporary promotional event on the Site. Savvy Designs may, at Savvy Designs' sole discretion, change some or all of SavvyArt Market's services at any time. In the event SavvyArt Market introduces a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in Canadian Dollars (CAD). You agree to pay in a timely manner and with a valid payment method all fees applicable to your use of the services. If your payment method fails, we may collect fees owed using other collection mechanisms.

Fees and Termination

If SavvyArt Market terminates a listing or your account, if you close your account, or if the payment of your SavvyArt Market fees cannot be completed for any reason, you remain obligated to pay SavvyArt Market for all unpaid fees plus any penalties, if applicable. If the seller's account is not paid in full and becomes past due, the seller risks penalties such as the suspension of privileges and/or termination of the account and other collection mechanisms (including retaining collection agencies and legal counsel). If you have a question or wish to dispute a charge, contact Savvy Designs directly.

3. Use Of The Site

You must abide by Savvy Designs policies as stated in the Agreement and the SavvyArt Market policy documents listed below (if applicable to your activities on or use of the Site) as well as all other operating rules, policies and procedures that may be published from time to time on the Site by Savvy Designs, each of which is incorporated herein by reference and each of which may be updated by Savvy Designs from time to time without notice to you. You agree that you will use the Site and our services only for lawful purposes and in a lawful manner.

In addition, some services offered through the Site may be subject to additional terms and conditions promoted by Savvy Designs from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

(a) Password:

Keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify Savvy Designs of any unauthorized use of your password or any breach of security. You also agree that Savvy Designs cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. You agree not to provide your username and password information in combination to any other party other than Savvy Designs without Savvy Designs' express written permission.

(b) Account Information:

You must keep your account information up-to-date and accurate at all times, including a valid email address and phone number. To sell items on SavvyArt Market you must provide and maintain valid payment information such as valid email address or PayPal account.

(c) Obligations:

While using the Site and our services, you agree that you will not:

- Register under a false name or use an invalid or unauthorized email or physical address;
- Use another's account without permission;
- Post artwork on the Site for substantially the same design or artwork that you are concurrently sourcing on another site;
- Use the Site if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using the Site;
- Use an invalid or unauthorized payment method;
- Impersonate another user or participate in projects under a false name;
- Submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and grant us all of the license rights under this Agreement;
- Violate any laws, third party rights, or our rights; you agree to comply with all local, national and international laws regarding online conduct and acceptable content;
- Fail to provide to a Buyer final deliverables required by the Buyer, unless the Buyer has materially changed the commissioned project's scope or description after you were selected as the winning Artist, a clear typographical error is made, or you are unable to communicate with the Buyer;
- Materially change the scope of a commissioned project after you selected an Artist;
- Manipulate the price of any item or interfere with other user's commissioned project listings;
- Circumvent or manipulate our fee structure, the billing process, or fees owed to us;
- Post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- Take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off savvyartmarket.com or using it for purposes unrelated to savvyartmarket.com);
- Transfer your account and User ID to another party without our consent; if you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement;
- Distribute or post spam, chain letters, or pyramid schemes;
- Distribute viruses or any other technologies that may harm us, or the interests or property of our users;
- Copy, modify, or distribute content from the Site and/or our copyrights and trademarks; or
- Harvest or otherwise collect information about users, including email addresses, without their or our consent.

(d) Access and Interference:

The Site contains robot exclusion headers, which contain internal rules for software usage. Much of the information on the Site is updated on a real-time basis and is proprietary to us, our users or third parties. You agree that you will

not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not:

- I. Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- II. Copy, reproduce, modify, create derivative works from, distribute or publicly display any user Content (except for your Content) or other allowed uses as set out in Website User Agreement of the Site except to the extent expressly permitted by and in compliance with Website User Agreement of savvyartmarket.com or otherwise without the prior express written permission of Savvy Designs and the appropriate third party, as applicable;
- III. Interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or
- IV. Bypass the Site's robot exclusion headers or any measures we may use to prevent or restrict access to the Site.

Notwithstanding the foregoing, Savvy Designs grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.

We may report fraudulent conduct to law enforcement, and we will cooperate with law enforcement to ensure that violators are prosecuted to the fullest extent of the law.

(e) No Guarantee:

Savvy Designs does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside of our control.

(f) Exhibiting, Selling, and Renting:

By exhibiting an item on the Site you warrant that you and all aspects of the item comply with Savvy Designs' published policies. You also warrant that you may legally sell the item. You must accurately describe your item and all terms of sale in your Artwork Profile. Your listings may only include text descriptions, graphics, pictures and other details relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the item(s) for sale in that listing. Each unique item must have its own listing.

(g) Profile Policies:

All sellers are urged to outline their policies in their SavvyArt Market profile. These policies may include, for example, shipping, returns, payment and selling policies. Sellers must create reasonable policies in good faith and must abide by such policies. All profile policies must comply with SavvyArt Market's site-wide policies. Sellers are responsible for enforcing their own reasonable profile policies. SavvyArt Market reserves the right to request that a seller modify a profile policy.

(h) Binding Sale:

All sales are binding. The Seller is obligated to ship the order or otherwise complete the transaction with the Buyer/ Renter in a prompt manner, unless there is an exceptional circumstance, such as: (a) the Buyer/ Renter fails to meet the terms of the seller's listing, or (b) Savvy Designs or the Seller cannot authenticate the Buyer/ Renter's identity. The Buyer/Renter is obligated to deliver appropriate payment for items purchased, unless there is an exceptional circumstance.

4. Prohibited, Questionable and Infringing Items and Activities

You are solely responsible for your conduct and activities on and regarding to the Site and any and all data, text, information, usernames, graphics, images, photographs, profiles, artwork, and links (together, "Content") that you submit, post, and display on savvyartmarket.com.

Restricted Activities - Your Content and your use of SavvyArt Market shall not:

1. Be false, inaccurate or misleading;

2. Be fraudulent or involve the sale of illegal, counterfeit or stolen items;
3. Infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (see also, SavvyArt Market's Copyright and Intellectual Property Policy);
4. Violate this Agreement, any site policy or community guidelines, or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
5. Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including SavvyArt Market staff or other users), or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device;
6. Be obscene or contain child pornography;
7. Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
8. Host images not part of a listing;
9. Modify, adapt or hack savvyartmarket.com or modify another website so as to falsely imply that it is associated with SavvyArt Market;
10. Appear to create liability for Savvy Designs or cause Savvy Designs to lose (in whole or in part) the services of SavvyArt Market's ISPs or other suppliers;
11. Link directly or indirectly, reference or contain descriptions of goods or services that are prohibited under this Agreement, the Privacy Policy, or other policy documents as posted on the Site.

Furthermore, you may not list any item on SavvyArt Market (or consummate any transaction that was initiated using SavvyArt Market's service) that, by paying to SavvyArt Market any fees could cause SavvyArt Market to violate any applicable law, statute, ordinance or regulation, or that violates the Website User Agreement.

5. Intellectual Property, Content and License

(a) Content, License and Access:

Subject to and conditioned on compliance with this Agreement, we grant you a limited license to access and to use the Site for the purpose of buying, renting and commissioning artwork and/or selling artwork and the services offered by Artists and us.

(b) Compliance:

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and any SavvyArt Market service and, if applicable, your listing, purchase, solicitation of offers to purchase, and sale of items. You are responsible for compliance with applicable local laws, keeping in mind that access to the contents of this Site may not be legal for or by certain persons or in certain countries.

SavvyArtMarket.com will not be considered to have modified or waived any of our rights or remedies under this Agreement unless the modification or waiver is in writing and signed by an authorized representative of Savvy Designs. No delay or omission by us in exercising our rights or remedies will impair our rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. If any part of this Agreement is held to be unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect. Nothing in this Agreement or related policies should be deemed to confer rights or benefits on third parties. You will not transfer, assign or delegate your rights or obligations (including your Account) under this Agreement to anyone without our express written permission, and any attempt to do so will be null and void. We may assign this Agreement without restriction.

You cannot and must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content found on the Site in any way for any public or commercial purpose without our prior written consent or the consent of the rights holder. Unless you are otherwise lawfully entitled to do so, you cannot and must not use any content found on the Site on any other site, in a networked computer environment, or in any medium, for any purpose except your own internal viewing. You agree that you will not attempt to reverse engineer or attempt to interfere with the operation of any part of the Site unless expressly permitted by law.

The Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us, in writing.

(c) Reservation of Rights; Limited Licenses.

We and our licensors retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Site. SavvyArt Market and Savvy Designs graphics, logos, designs, page headers, button icons, scripts, codes and service names are registered trademarks, trademarks or trade dress of Savvy Designs in Canada and/or other countries. SavvyArt Market and Savvy Designs' trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion. All other product names, company names, marks, logos and symbols on SavvyArtMarket.com may be the trademarks of their respective owners. Except as expressly stated above, nothing in this Agreement confers any license under any of our or any third party's intellectual property rights, whether by estoppel, implication or otherwise.

(d) Abuse of Intellectual Property Rights.

Please report problems, offensive or infringing content, and policy violations to us. We want to make sure that the content on the Site does not infringe upon the copyright, trademark or other rights of third parties. If you believe that your rights have been violated, please notify us and we will investigate.

(e) License, Including Idea Submissions:

SavvyArt Market does not claim ownership rights in your Content. You grant Savvy Designs a license solely to enable SavvyArt Market to use any information or Content you supply SavvyArt Market, so that SavvyArt Market is not violating any rights you might have in that Content. When you submit content to the Site, you grant SavvyArt Market a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, sub licensable (through multiple tiers) right and transferable right and license to use, reproduce for promotional purposes only, distribute, prepare derivative works of, display and perform the content in connection with the Site, in any media known now or in the future; to exercise the copyright, publicity, and database rights (but no other rights) you have in the Content, in any media now known or not currently known, with respect to your Content. You agree to allow Savvy Designs to store or re-format your Content on savvyartmarket.com and display your Content on savvyartmarket.com in any way as Savvy Designs chooses. You hereby grant and agree to grant SavvyArt Market, under all of your rights in the Material, license to incorporate, use, publish and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in documentation, or any product or service, without compensation or accounting to you and without further recourse by you. Savvy Designs will only use personal information in accordance with SavvyArt Market's Privacy Policy.

SavvyArt Market considers any unsolicited suggestions, ideas, proposals or other material submitted to it by users via the Site or otherwise (other than the Content and the tangible items sold on the Site by users) (collectively, the "Material") to be non-confidential and non-proprietary, and Savvy Designs shall not be liable for the disclosure or use of such Material. If, at Savvy Designs request, any member sends Material to improve the Site (for example through the Forums or to customer support), Savvy Designs will also consider that Material to be non-confidential and non-proprietary and Savvy Designs will not be liable for use or disclosure of the Material. Any communication by you to SavvyArt Market is subject to this Agreement.

(f) Member to member contact:

As part of a transaction, you may obtain personal information, including email address and shipping information, from another SavvyArt Market user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for SavvyArt Market-related communications. SavvyArt Market has not granted you a license to use the information for unsolicited commercial messages or unwelcome contact or communication. Without limiting the foregoing, without express consent from the user, you are not licensed to add any SavvyArt Market user to your email or physical mail list. For more information, see SavvyArt Market's Privacy Policy.

(g) Re-Posting Content:

By posting Content on SavvyArt Market, it is possible for an outside website or a third party to re-post that Content. You agree to hold SavvyArt Market harmless for any dispute concerning this use. If you choose to display your own SavvyArt Market-hosted image on another website, the image must provide a link back to its listing page on SavvyArt Market.

6. Information Control

SavvyArt Market does not control the Content provided by users that is made available on the Site. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretense.

Additionally, there may also be risks dealing with international trade and foreign nationals. By using SavvyArt Market, you agree to accept such risks and that Savvy Designs / SavvyArt Market (and SavvyArt Market's officers, directors, agents, subsidiaries, joint ventures and employees) is not responsible for any and all acts or omissions of users on SavvyArt Market. Please use caution, common sense, and practice safe buying and selling when using SavvyArt Market.

Other Resources:

SavvyArt Market is not responsible for the availability of outside websites or resources linked to or referenced on the Site. SavvyArt Market does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You agree that SavvyArt Market shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resources.

7. Meetings

Users may decide to arrange and attend online virtual meetings or in-person meetings ("Meetings") with one or more individuals. Users are solely responsible for interactions with others. Users must comply with SavvyArt Market's policies and acknowledge and agree to comply with the laws of the city, region, county and country in which the Meeting occurs. The group's contact person may set additional eligibility requirements for a particular group or Meeting. SavvyArt Market is not involved with user generated groups, the groups' requirements, or the Meetings.

SavvyArt Market does not supervise or control the Meetings, user-initiated online or offline gatherings, or the interactions among and between users and other persons or companies. Users are solely responsible for interactions with others. Users understand that SavvyArt Market does not in any way screen its users. All users agree to exercise caution and good judgment in all interactions with others, particularly if meeting offline or in person.

8. Reservation of Rights

We retain the right, but do not have an obligation, in our sole and absolute discretion, to immediately stop any project or transaction, prevent or restrict access to the Site or to our services, or take any other action in case of technical problems, objectionable material, inaccurate project listings, inappropriately categorized projects, inaccuracies, unlawful projects or content, procedures or actions otherwise prohibited by our policies and rules, or for any other reason.

We do not endorse any user submitted content to the Site, or any opinion, recommendation, or advice expressed by users. We expressly disclaim any and all liability in connection with content submitted by users.

SavvyArt Market services are not available to temporarily or indefinitely suspended SavvyArt Market members. Savvy Designs reserves the right, in our sole discretion, to cancel unconfirmed or inactive accounts. SavvyArt Market and Savvy Designs reserves the right to refuse service to anyone, for any reason, at any time.

Savvy Designs reserves the right to modify or terminate the SavvyArt Market service for any reason, without notice, at any time. Savvy Designs reserves the right to alter these Terms of Use or other Site policies at any time, so please review the policies frequently. If Savvy Designs makes a material change Savvy Designs will notify you here, by

email, by means of a notice on our home page, or other places Savvy Designs deems appropriate. What constitutes a "material change" will be determined at Savvy Designs' sole discretion, in good faith, and using common sense and reasonable judgment.

9. Breach

Without limiting any other remedies, SavvyArt Market may, without notice, and without refunding any fees, delay or immediately remove Content, warn SavvyArt Market's community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply:

- I. SavvyArt Market suspects (by information, investigation, conviction, settlement, insurance or escrow investigation, or otherwise) a user has breached this Agreement, the Privacy Policy, or other policy documents and community guidelines incorporated herein;
- II. SavvyArt Market is unable to verify or authenticate any of your personal information or Content; or
- III. SavvyArt Market believes that a user is acting inconsistently with the letter or spirit of SavvyArt Market's policies, has engaged in improper or fraudulent activity in connection with SavvyArt Market or the actions may cause legal liability or financial loss to SavvyArt Market's users or to SavvyArt Market.

10. Privacy

Except as provided in SavvyArt Market's Privacy Policy, Savvy Designs will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent. Savvy Designs stores and processes Content on computers located in Canada and the United States of America that are protected by physical as well as technological security.

11. Legal Relationships And Compliance

(a) Savvy Designs Provides a Venue. The Site is an online venue-market where Buyers and Renters can shop for and purchase/rent artwork, Buyers can commission projects for Artistic services, Artists submit original works, for sale or rent, Collectors exhibit artwork for sale or rent and Artists exhibit actual works in response to Buyer's requirements, and Buyers choose Artists or pieces of artwork they like. Savvyartmarket.com and Savvy Designs have no control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of Buyers to pay for items. Savvy Designs does not pre-screen users or the content or information provided by users. Savvy Designs cannot ensure that a Buyer or seller will actually complete a transaction. Consequently, Savvy Designs does not transfer legal ownership of items from the Seller to the Buyer.

Savvy Designs cannot guarantee the true identity, age, and nationality of a user. Savvy Designs encourages you to communicate directly with potential transaction partners through the tools available on the Site. You may also wish to consider using a third-party escrow service or services that provide additional user verification.

You agree that Savvy Designs is a venue and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other users, or outside parties on SavvyArt Market. You use the SavvyArt Market service at your own risk.

(b) Contracts Between Buyers and Artists/Collectors and Savvy Designs. By registering as a member, you acknowledge and agree that you contract directly with other members to buy or sell services. When Buyers choose an item to buy they agree to follow the purchasing procedure as prompted by the SavvyArt Market payment system. The purchasing procedure includes details that make up the Sale Agreement, by which the Buyer agrees to abide. Buyers agree to provide an accurate physical shipping address and pay for shipping as required in the Sale Agreement. Buyers agree to pay for the item and any additional services requested, in full. The Buyer will pay for any additional costs incurred due to incomplete information or inaccuracies provided by the Buyer. If Buyers are unsatisfied with their purchase, upon receipt of the item, they must immediately contact the administration office of SavvyArt Market to discuss the SavvyArt Market Return Policy and be informed of the return procedures. Buyers have the right to return an item that was misrepresented.

(c) Contracts Between Buyers and Artists for Commissioned Projects. By registering as a member, you acknowledge and agree that you contract directly with other members to buy or sell services. When a Buyer posts a commissioned project, the Buyer will use the SavvyArt Market Commission Art Project Form (“Buyer Contract”) to complete a transaction with an Artist. Each Commission Art Project must have its own SavvyArt Market Project Number and a separate Buyer Contract. Receipt of a SavvyArt Market Project Number is confirmation your submission has been received and accepted. Artists can preview the terms in the Buyer Contract prior to submitting entries to a commissioned project. Artists and Buyers must be members of SavvyArt Market to take part in commissioned project proposals. Artists are not required to participate in the project posted by the Buyer. By submitting proposals to a project, Artists agree that if their entry is selected, they will be entering into a binding agreement with that Buyer, pursuant to the terms of the Buyer Contract.

When a Buyer selects an Artist, the Buyer agrees to purchase, and the Artist agrees to deliver the Artist’s services and product, in accordance with the terms of the Buyer Contract and this Agreement. The Buyer Contract describes the agreed-to price established. The Buyer and Artist must agree on time lines for project completion and payment terms and these details must be recorded in the Buyer Contract. Payment should be made via SavvyArt Market payment system. There is an initial deposit and then the balance is due upon Artist completion and shipping of the item. Savvy Designs will keep funds on behalf of the Artist until project completion and satisfactory receipt of the artwork. Funds (minus a fee of 25% of the price) will then be forwarded to the Artist.

When chosen as the winning Artist for a commissioned project, Artists agree to: answer project-based questions from the Buyer; send 3 photographs of his or her artwork (front, side and back) and label them with the project number to SavvyArt Market (these can be emailed to artinfo@savvyartmarket.com) before the item is shipped; and deliver their finished artwork in hang-ready/sale-ready condition (see definition in the Buyer Contract) to the Buyer. Artists are also requested to send to the Buyer any notes that might help explain their artwork. Artists may charge extra for shipping. Artists can expect payment after the final sale when the return waiting period (up to 3 days after the Buyer has received the artwork) has passed and payment has been received by Savvy Designs.

There may be a \$50 administrative fee for cancelling a project, if the administrations of SavvyArt Market and Artists have done work on the project. Savvy Designs discourages Buyers from abandoning posted projects. At the discretion of Savvy Designs, repeated occurrences of project abandonment could result in the Buyer losing his or her privileges on this Site. If there is a discrepancy or differences that become barriers to project completion, Savvy Designs will attempt to assist with the situation; however, the Buyer Contract agreement is between the Buyer and the Artist only. Savvy Designs has no obligations to either party to solve the situation. See Section 7 – Release of Liability. Buyers who request a refund of charges that are refundable under SavvyArt Market’s satisfaction guarantee (see Return Policy) must request such refund within 3 days after they received the artwork, at the project end date. All artwork must be returned before refunds are provided.

Additionally, you agree that when you are a Buyer in a commissioned project you authorize us to release funds to pay the hired Artist(s) if four (4) days have passed since your project ended thus indicating your acceptance of the artwork and a final sale – by definition the project ends when the Buyer receives the artwork. You agree not to enter into any contractual provisions in conflict with this Agreement. You further agree that any provision in a Buyer Contract that conflicts with this Agreement is void.

You covenant and agree to act in good faith and engage in fair dealing in connection with the Buyer Contract. Additionally, you acknowledge and agree that the value, reputation, and goodwill of Savvy Designs and savvyartmarket.com depend in part on your performance of your covenants and agreements. You further agree that we have the right to take such actions, including without limitation suspension, termination, or legal actions, as we in our sole discretion deem necessary to protect the value, reputation, and goodwill of Savvy Designs and SavvyArt Market.

(d) Contracts between Renters and Artists/Collectors and Savvy Designs. By registering as a member, you acknowledge and agree that you contract directly with other members and SavvyArt Market to rent or sell services. Artists and Collectors are not required to participate in renting out artwork that they submit. By submitting artwork for

rent, Artists and Collectors agree that if their entry is selected, they will be entering into a binding agreement with that Renter, pursuant to the terms of the Rental Agreement. Artists and Collectors agree to take, and email to artinfo@savvyartmarket.com, two (2) photographs of the item (one before and one after packaging) and properly package and ship the item to the Renter. If the item arrives to the Renter in a damaged condition due to insufficient packing preparation, the Artist will pay for all the shipping costs, including the return trip of the item, and not be paid their share of the rental fee if the Renter requests a return, refusing to not complete the rental period. The Artist/Collector are welcome to charge the Renter for shipping. The address and contact name of the Renter will be provided to the Artist/Collector. The Artist/Collector remains the owner of the rented item throughout the rental period.

When a Renter selects an item, the Renter agrees to rent the item for the period they have selected and paid for, in accordance with the terms of the Rental Agreement and this Agreement. The Rental Agreement describes the price and terms established by either the Artist and/or the administration of SavvyArt Market. The Renter must agree and adhere to the time lines for the rental period and payment terms and these details must be recorded in the Rental Agreement. At rental completion, the Renter must carefully wrap the artwork in the same packaging in which it arrived and ship the item back to the Artist/Collector, using the shipping method stated in the Rental Agreement. An address and contact name will be provided to which the Renter will return the artwork. Artwork not returned by the due date will be subject to overdue fees. If the artwork is not returned to the Artist/Collector within 4 days after the due date, the Renter agrees to pay for the full price of the piece.

Payment should be made via SavvyArt Market payment system. Rental fees are prepaid and nonrefundable. Some rental fees are deductible from the selling price of the rented piece, when the same rented item is purchased at the end of the rental period. SavvyArt Market retains 60% of the rental fee and forwards 40% of the rental fee to the Artist. Additional charges for delivery or installation services are charged in addition to the rental fee. The fees will go to pay for the service providers.

Renters assume responsibility for loss or damage of the artwork during the rental term. If damage occurs, Renters must notify the SavvyArt Market office immediately; Renters agree to pay for the full price of the piece. No attempts should be made to repair, clean or remove from the frame or otherwise alter, the artwork in any way.

See Section 7 – Release of Liability. Buyers who request a refund of charges that are refundable under SavvyArt Market satisfaction guarantee must request such refund within 3 days of receiving the artwork. All artwork must be returned before refunds are provided.

Additionally, you agree that when you are a Renter of artwork in a Rental Agreement, you authorize us to release funds to pay the Artist/Collector(s). You agree not to enter into any contractual provisions in conflict with this Agreement. You further agree that any provision in the Rental Agreement that conflicts with this Agreement is void.

You covenant and agree to act in good faith and engage in fair dealing in connection with the Rental Agreement. Additionally, you acknowledge and agree that the value, reputation, and goodwill of Savvy Designs and savvyartmarket.com depend in part on your performance of your covenants and agreements. You further agree that we have the right to take such actions, including without limitation suspension, termination, or legal actions, as we in our sole discretion deem necessary to protect the value, reputation, and goodwill of Savvy Designs and SavvyArt Market.

(e) Contract between SavvyArt Market (Savvy Designs) and Artist/Collectors. This section is written in conjunction with the preceding sections regarding agreements between members and SavvyArt Market. SavvyArt Market will collect rental and purchase payments through the Site's payment system from Renters and Buyers of artwork. SavvyArt Market will pay Artists and Collectors fees owing to them in a prompt and professional manner, given Artists and Collectors provide necessary documentation to facilitate the transaction. Incomplete, misleading or insufficient documentation may result in delays in sending out payments. Electronic funds transfer is the preferred method of payment. Members are required to complete the payment details section of their Account Profiles to receive payment. This information is kept in confidence and is used for the purpose of SavvyArt Market paying

Artists and Collectors only. For any concerns, please refer to SavvyArt Market's Privacy and Protection of Personal Information Policy or call/email directly. Artists can expect their payment after the final sale when the return waiting period (up to 3 days after the Buyer has received the artwork) has passed and Savvy Designs has received payment.

(f) Taxes and Reporting. You are responsible for paying any and all taxes applicable to any purchases or sales of items you make on the Site, including all income tax, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law, including without limitation those applicable to the purchase and sale of services provided by Artists, from and by independent contractors. You acknowledge that Savvy Designs will not issue tax forms and further agree that if you are a U.S. Buyer purchasing services from U.S. Artists, you are solely responsible to issue 1099 tax forms to those Artists.

(g) Links To Third Party Content. You may find on the Site links to other sites. You acknowledge and agree that we are not responsible or liable for:

- (i) The availability or accuracy of such sites or resources; or
- (ii) The content, advertising, or products on or available from such sites or resources.

The inclusion of any link on the Site does not imply that we endorse the linked site. You use the links at your own risk and expressly relieve us from any and all liability arising from your use of any third-party website.

(h) User entries. You shall be solely responsible for your own entries and all content you post on the Site, and the consequences of posting or publishing entries or content. When uploading entries or comments to the Site, you affirm, represent and/or warrant that: you own or have the necessary licenses, rights, consents and permissions to use and authorize us to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all of your entries of content, to enable inclusion and use of your entries and content in the manner contemplated on the Site and in this Agreement.

12. No Agency

You and Savvy Designs are independent contractors, and no agency, franchise, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

13. No Warranty

YOU AGREE THAT YOUR USE OF THIS SITE SHALL BE AT YOUR SOLE RISK. THIS SITE AND THE SERVICES PROVIDED BY US ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE SITE BY ANY THIRD PARTY. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO OUR SERVICES OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS. OPERATION OF THE SITE MAY BE AFFECTED BY FACTORS OUTSIDE OF OUR CONTROL. TO THE FULLEST EXTENT LEGALLY PERMITTED, SAVVY DESIGNS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, WHICH YOU RECEIVE FROM US OR THROUGH THE USE OF OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

14. Release of Liability

IN NO EVENT SHALL SAVVY DESIGNS OR SAVVYART MARKET, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, SAVVYART MARKET SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

SAVVY DESIGNS' LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SAVVYART MARKET'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF: (A) \$100 OR (B) THE TOTAL FEES YOU PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY. SOME PROVINCES, STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

YOU WILL NOT HOLD SAVVYART MARKET OR SAVVY DESIGNS RESPONSIBLE FOR OTHER USERS' ACTIONS OR INACTIONS, INCLUDING THEIR POSTS. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT A TRADITIONAL AUCTIONEER. WE PROVIDE A VENUE TO ALLOW ANYONE TO OFFER, SELL, BUY AND RENT SERVICES, AT ANYTIME, FROM ANYWHERE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF ARTISTIC SERVICES, THE TRUTH OR ACCURACY OF PROJECT LISTINGS OR MEMBER INFORMATION, THE QUALIFICATIONS, BACKGROUND, OR ABILITIES OF MEMBERS; THE ABILITY OF ARTISTS TO DELIVER ARTISTIC SERVICES, OR THOSE MEMBERS WILL COMPLETE A TRANSACTION. EACH ARTIST AND BUYER MUST LOOK SOLELY TO THE OTHER FOR ENFORCEMENT AND PERFORMANCE OF ALL THE RIGHTS AND OBLIGATIONS PURSUANT TO THE TRANSACTIONS IT ENTERED INTO WITH THE OTHER ON SAVVY DESIGNS.COM, AND ANY OTHER TERMS, CONDITIONS, REPRESENTATIONS, OR WARRANTIES ASSOCIATED WITH SUCH TRANSACTIONS.

IF YOU HAVE A DISPUTE WITH ANOTHER MEMBER, YOU RELEASE SAVVY DESIGNS (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. YOU FURTHER ACKNOWLEDGE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

YOU WILL NOT HOLD US LIABLE TO YOU OR ANY OTHER MEMBER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS SITE IS CONTROLLED AND OFFERED BY US FROM FACILITIES IN CANADA. WE MAKE NO REPRESENTATIONS THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER JURISDICTIONS. THOSE WHO ACCESS OR USE THE SITE FROM OTHER JURISDICTIONS DO SO AS THEIR OWN CHOICE AND ARE SOLELY RESPONSIBLE TO COMPLY WITH LOCAL LAW.

15. Indemnity

You agree to defend, hold harmless and indemnify Savvy Designs and SavvyArt Market, its officers, directors, employees and agents, from and against any and all losses, costs, expenses, damages or other liabilities (including reasonable attorneys' fees) incurred by us from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against us: (a) in connection with your use of the Services or the use of the Service using your account, including any payment obligations incurred through use of the Services; or (b) resulting from: (i) your use of the Site (ii) your decision to supply credit information via the Site, including personal financial information; (iii) your decision to submit postings and accept offers from other members; (iv) any breach of contract or other claims made by members with which you conducted business through the Site; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any member; (viii) any act or omission of yours with respect to the payment of fees; (ix) your dispute of or failure to pay any invoice or any other payment; and/or (x) your obligations to another member. This defense and indemnification will survive this Agreement and your use of the Site.

16. Severability

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

17. Notices

Except as explicitly stated otherwise, we will communicate with you by email (using the email you provided to us during the registration process, as amended by you) or by posting communications on the Site. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication 24 hours after we send it to the email address you have provided to us (unless the sender is notified that the email address is invalid), or when we posts such communication on the Site. You must keep your email address updated, and you must regularly check the Site for postings and notices. We may also give you legal notice to the address provided during the registration process (as amended by you). In such case, notice shall be deemed given three days after the date of mailing. All notices to us intended to have a legal effect concerning this Agreement must be in writing and delivered either in person or by a means evidenced by a delivery receipt. Call for the address:

Savvy Designs

Suite 145, 1500 Upper Middle Road West

Oakville, ON L6M 0C2

Attn: Legal Department

Such notices to Savvy Designs are deemed effective upon receipt.

18. Resolution of Disputes and Release

If a dispute arises between you and us, our goal is to resolve such dispute quickly and cost effectively. Accordingly, you and we agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Services (a "Claim") in accordance with this section, entitled "Resolution of Disputes." Before resorting to these alternatives, you agree to first directly to seek a resolution.

Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Ontario, Canada, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Canadian Federal Courts or provincial courts located in the Southern District of Ontario. Use of the Site is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section. **YOU AND SAVVYART MARKET AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY SERVICES PROVIDED OR MADE AVAILABLE THEREIN) OR THIS AGREEMENT MUST COMMENCE WITHIN 30 DAYS AFTER IT ARISES, OR THE CAUSE OF ACTION IS BARRED.**

Should you have a dispute with one or more users, or an outside party, you release Savvy Designs (and SavvyArt Market/Savvy Designs' officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. SavvyArt Market encourages users to report user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity, as applicable.

SavvyArt Market, for the benefit of users, may try to help users resolve disputes. SavvyArt Market does so in SavvyArt Market's sole discretion, and SavvyArt Market has no obligation to resolve disputes between users or

between users and outside parties. To the extent that SavvyArt Market attempts to resolve a dispute, SavvyArt Market will do so in good faith based solely on SavvyArt Market's policies. SavvyArt Market will not make judgments regarding legal issues or claims.

Improperly Filed Claims.

Should you file a claim contrary to this section entitled "Resolution of Disputes," we will be entitled to recover attorneys' fees and costs up to \$2,000, provided that we have notified you in writing about the improperly filed claim, and you have failed to promptly withdraw the claim.

19. Termination of this Agreement

This Agreement shall become effective upon your acceptance or your use of the Site, and shall continue until terminated by us or you as provided for under the terms of this Section. Unless otherwise agreed to in writing between the parties, either party may terminate the Agreement at any time upon notice to the other party. In such event, (i) we shall continue to perform those Services necessary to complete any open transaction between you and another member; and (ii) you shall continue to be obligated to pay us and any Artists for any Services for which you have engaged from us or such Artists in order to complete any such transactions.

When your membership is terminated, you may no longer have access to data, messages, files and other material you keep on the Site. The material may be deleted along with all your previous posts and bids.

20. Site Policies

The following policies are part of this Agreement and provide additional terms and conditions related to specific services offered on Savvy Designs.com (collectively, "Site Policies"): Privacy Policy and Copyright Policy.

We reserve the right to change each of the Site Policies. Changes take effect when we post them to the Site. When using services on the Site, you are subject to all posted policies and rules applicable to the services you use. All such policies are expressly incorporated into this Agreement.

21. Choice of Law

This Agreement shall in all respects be interpreted and construed with and by the laws of the province of Ontario, excluding its conflicts of laws rules, and Canada.

22. Survival

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter of this Agreement. Sections 2 (Fees and Services, Fees and Termination), 3 (Use of Site: Access and Interference), 3 (Use of Site: No Guarantee), 5 (Intellectual Property, Content and License), 6 (Information Control), 7 (Meetings, Groups or User Fees), 9 (Breach), 10 (Privacy), 12 (No Agency), 13 (No Warranty), 14 (Release of Liability), 15 (Indemnity), 16 (Severability), 17 (Resolution of Dispute and Release), 21 (Choice of Law) shall survive any termination or expiration of this Agreement.

23. Notices

Except for the payment of fees to us, neither you nor we shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

The boldface paragraph headings in this Agreement are included for ease of reference only and have no binding effect. This Agreement and all policies and documents referenced in this Agreement comprise the entire agreement between you and us with respect to the use of this Site and our services and supersede all prior agreements between the parties regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any websites that link to or are linked from this Site.



Website User Agreement

The services hereunder are offered by Savvy Designs, located in Oakville, ON Canada. You agree that the Site shall be deemed solely based in Canada and that the Site shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Canada. We may amend this Agreement at any time and in our sole discretion by posting the revised terms on this site. Unless otherwise stated in such revision, the revised terms will take effect when they are posted. You are responsible for reviewing the notice and any changes. This Agreement may not be otherwise amended except in a writing signed by both you and us. You can review the most current version of this Agreement at any time in the Help and Resources section.

Your continued use of the Site and our services following changes to the Agreement will constitute your acceptance of changes or modifications to this Agreement. If you do not agree to any changes to this Agreement, do not continue to use the Site or our services.

Version Date: March 20, 2014