FIRST VIRTUAL PALEOART GROUP EXHIBITION

2024

TERMS AND CONDITIONS

INTRODUCTION AND AGREEMENT OF PARTIES

This Collaboration Agreement ("Agreement") is entered between:

ExtinctFineArt by Karim Zanaty ("Organizer") serving as the curator and organizer of a virtual exhibition hosted on Kunstmatrix.com ("Platform") and the **Artist**.

The Organizer is hosting a virtual art exhibition on the Platform to showcase contemporary artwork to a global audience. The Artist is a creator of original works of art and has expressed interest in participating in this virtual exhibition. Both parties seek to formalize the terms of their collaboration in this Agreement.

By agreeing to the terms of this document, the Artist acknowledges their understanding of the conditions outlined herein and consents to participate in the virtual exhibition under the stated conditions. The Organizer agrees to fulfill the responsibilities described below. The Organizer's signature at the end of this document confirms its validity and legal enforceability, and no signature from the Artist is required.

RIGHTS TO USE DIGITAL DATA OF ARTWORK

This section sets forth the conditions under which the Artist provides digital representations of their artwork to the Organizer for use exclusively in the context of the virtual exhibition:

Scope of Use:

The Artist grants the Organizer the right to use, upload, and display digital representations of their artwork ("Artwork") on the Platform solely for the purpose of curating and presenting the virtual exhibition. This includes:

- Uploading the Artwork to the Platform.
- Adjusting resolution and dimensions as necessary for optimal display.
- Displaying contact information associated with the Artwork and the Artist, including, but not limited to, the title of the artwork, artist's name, and artist-provided descriptions or sales information.

Ownership and Intellectual Property Rights:

The Artist retains full ownership of the Artwork and all associated intellectual property rights. This Agreement does not transfer any ownership rights to the Organizer or to the Platform.

Exclusivity and Purpose:

The Organizer shall not use the Artwork or its digital representations for any purpose other than the virtual exhibition without the express written consent of the Artist.

Data Handling:

The Organizer will handle all digital data responsibly, ensuring that the integrity and quality of the Artwork's representation are preserved. The Organizer will not alter the Artwork beyond resolution adjustments necessary for display on the Platform.

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Termination of Use:

Upon conclusion of the virtual exhibition or upon the Artist's written request, the Organizer shall promptly remove the Artwork from the Platform and any associated promotional materials.

Contact Information:

The Artist agrees to provide relevant contact information, such as an email address or social media handle (e.g., Instagram username), for the Organizer to use in communications related to the virtual exhibition. This contact information will not be shared with third parties. This ensures effective coordination and timely updates between the Artist and the Organizer.

Involvement of Additional Contributors:

The Artist acknowledges and agrees that individuals or entities not directly part of ExtinctFineArt but assisting in the realization of the virtual exhibition may also handle and use the digital representations of the Artwork. These contributors are authorized to use the Artwork strictly for purposes related to curating, presenting, or promoting the exhibition in alignment with this Agreement.

CONSENT FOR SOCIAL MEDIA USE

SCOPE OF CONSENT

The Organizer may include the Artwork as part of video content created to promote the virtual exhibition on social media platforms. The Artist's Artwork will be displayed in a manner consistent with the exhibition's context.

Attribution:

The Artist's name and any associated details provided by the Artist will be credited where feasible within or alongside the social media content.

Limitation of Use:

The promotional use is strictly limited to the context of this virtual exhibition and associated promotional efforts. The Organizer will not use the Artwork for unrelated promotional activities without additional consent.

Withdrawal of Consent:

The Artist retains the right to withdraw consent for the use of their Artwork in promotional content by providing written notice to the Organizer. Upon receipt of such notice, the Organizer will cease including the Artwork in future promotional materials.

CONSENT FOR SHARING AND EMBEDDING EXHIBITION CONTENT

Embedding of Exhibition:

Any participating artist, including the Artist, is permitted to embed the virtual exhibition on their personal or professional websites. This includes displaying the exhibition in its entirety as presented on the Platform.

Social Media Sharing:

Participating artists, including the Artist, as well as other interested individuals, are authorized to

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mention, share, and post content about the virtual exhibition on social media platforms, provided that the content remains respectful and relevant to the exhibition.

Attribution:

The Organizer will make reasonable efforts to ensure that participating artists and third parties credit the exhibition and its contributors appropriately when sharing or embedding content.

ABOUT COPYRIGHT INFRINGEMENT

If you need to add special copyright information to a certain artwork, it is recommended to put it into the artwork's description field. This description must be provided.

The following steps are recommended to make it harder for others to use your art inappropriately:

- 1. use **watermarks** in the pictures you upload. If they are done judiciously, they won't disfigure the artwork and are at least a small barrier for casual violators. If you do not watermark your artwork by yourself, I can take care of it if you like.
- upload your pictures with a minimal resolution. In most cases, a resolution of 800 x 800 pixels is acceptable. We use a maximum of 1500 x 1500 pixels for the artwork's close-up view. Files bigger than that are automatically scaled down.

AGREEMENT ACKNOWLEDGMENT

By signing, the Organizer confirms that this Agreement is valid and legally binding. The Artist's participation in the virtual exhibition and provision of their Artwork constitutes acceptance of the terms outlined in this Agreement.

Name: Karim Zanaty