

## Prints Agreement

If you wish to submit certain kinds of Artist Materials, known as "Artwork" (defined below), to the deviantART Site for inclusion in the Print Program as part of the deviantART Service, you need to enter into this Print Program Agreement ("Agreement"). Any individual or entity that elects to use the Print Program must accept without change the terms of this Agreement and the deviantART [Terms of Service](#) and [Submission Policy](#) which are incorporated into and form a part of the Agreement. BY CLICKING THE "SUBMIT PRINT" BUTTON, YOU AGREE THAT YOU ARE BOUND BY ALL TERMS OF THIS AGREEMENT. [Please read this Agreement carefully.](#)

### 1. Eligibility.

The Print Program is a Service of deviantART that allows you to sell certain types of Artist Materials through the [deviantART Prints Shop](#). [Artist Materials must be submitted in image file formats capable of printing on paper goods.](#) You may only submit Artwork for inclusion in the Print Program if you are the sole author of the Artwork and you hold all intellectual property rights in the Artwork. In addition to sales in the form of traditional prints and postcards, your Artwork may also be sold in the form of printed coffee mugs, calendars and other products at your election. Only registered members of deviantART that have accepted the [Submission Policy](#) may participate in the Print Program. At this moment there are two forms of the Print program, the Standard Print Program and the Premium Membership Print Account both of which are further defined in the rest of this Agreement.

### 2. Service Fee.

[There is no fee if](#) you elect to participate in the Standard Print Program. However, this free version of the Print Program offers a limited number of options, with potentially reduced profit potential to you, as described below. If you elect to obtain a Premium Membership in deviantART it includes a Premium Membership Print Account. If your Premium Membership [expires](#) your Premium Membership Print Account will automatically convert to a Standard Print Account. All members of deviantART [who were](#) enrolled in the deviantART print program as of November 21, 2006 automatically continue to enjoy the benefits of a Premium Membership Print Account without the requirement of a Premium Membership in deviantART. Otherwise, the only method of obtaining the benefits as described below of the Premium Membership Print Account is to become a Premium Member of deviantART. Go here to learn how to become a [Premium Member](#).

### 3. Pricing.

- **Standard Print Program.** At the time you submit Artwork for inclusion in the Standard Print Program, deviantART will display a ["Base Price"](#), the ["Artist Profit"](#) and the ["Selling Price"](#) for your Artwork. [The portion of the "Selling Price" that would be paid to you for each sale is known as the "Artist Profit." The Artist Profit for artwork included in the Standard Print Program is equal to 20% of the Base Price.](#)
- **Premium Membership Print Account.** [You will have an opportunity when posting your Artwork with a Premium Membership Print Account to select the Artist Profit for each configuration of a print and a corresponding adjustment would be made to the Selling Price.](#) Unless you specify a different rate for the sale of the Artwork you have submitted, your Artwork will be made available for sale on the deviantART Shop at the [same Selling Price](#) and with [the same Artist Profit as would occur in the Standard Print Program.](#)
- **Default Base Price Adjustments.** [DeviantART reserves the right to change default settings for Base Prices at any time in its sole discretion and without prior notice. In the event of a pricing change, deviantART will to the best of its ability try to maintain the](#)

Artist Profit rate settings stored by each current Premium Member. DeviantART will also notify you of changes to Base Prices by an on-site news posting accompanied by changes in the posted prices [here](#). Except for pending orders for your Artwork, participants in the Print Program with a Premium Membership Print Account may always revise the [Artist Profit](#) for each Artwork subject to the limitations of this Agreement.

- **Discounts and Promotions.** All Artworks that are available for sale in the Prints Program may be included in promotional events from time to time and as determined by deviantART. These promotional events could include special offers that provide discounts in the price of items contained in the Print Program. In the event that an artist's work is purchased at a promotional discount value, the Artists Profit will be reduced proportionately to the reduction in the Base Price. Promotional events may also be held to provide artists with an incentive to market their own works by increasing the Artist Profit from a reduction in the Base Price without reducing the Selling Price.
- **Framing and Shipping.** Artists do not participate in amounts paid by customers for framing, shipping, handling, taxes or customs duties. The Artist Profit is not reduced for promotional discounts applied only to framing, shipping or handling.

#### **4. Artist Profit and Purchasing Your Own Works.**

- **Standard Print Program.** DeviantART will pay you the Artist Profit, as set out in Section 3, for the final sale of Artwork through the Standard Print Program. It is your responsibility to review the [Selling Price](#) and the Artist [Profit](#) before finalizing your submission of Artwork. By submitting your Artwork for inclusion in the Standard Print Program, you agree to accept the Artist [Profit as set out in Section 3 and as applied to](#) each sale of your Artwork as your only compensation for each such sale.
- **Premium Membership Print Account.** For the final sale of Artwork by holders of a Premium Membership Print Account, deviantART will pay you an Artist Share equal to the royalty rate you have set for the Artwork at the time of submission with a default royalty rate of 20% of the default retail price. It is your responsibility to review the retail [Selling](#) Prices and Artist [Profit](#) before finalizing your submission of Artwork for the purposes of the Premium Membership Print Account. If and when you remain in the Print Program but do not continue as a Premium Membership Print Account you acknowledge that your Artwork will be sold on the basis of the Standard Print Program. [By submitting your Artwork for inclusion in the Premium Print Program, you agree to accept the Artist Profit for each sale of your Artwork as your only compensation for each such sale.](#)
- **Removing Artworks.** You are always free to remove any Artwork from the Print Program subject to the fulfillment of any existing orders for the Artwork you intend to remove.
- **Purchasing Your Own Work** As [an artist](#) participant in the Standard Print Program you may purchase your own work at the [Selling](#) Price and your Artist [Profit](#) will be credited to your account in the usual fashion. [Artist participants in the Premium Member Print Program may purchase their own work at the Base Price and therefore no corresponding Artist Share is charged at the time of purchase or credited to the artist's My Earnings account.](#)

#### **5. Payments.**

DeviantART will account to you your Artist [Profit](#) in United States currency as reflected on your [My Earnings page](#) which is a part of your profile. Your [Earnings](#) may be shown as awaiting clearance for a third party payment confirmation. You will be able to convert your earnings into deviantART Points instantly once the transaction for those earnings has cleared. If your earnings exceed [an available balance of \\$5.00 \(US\)](#), you will be able to withdraw the earnings anytime through PayPal with a \$1.00 (US) processing fee. The fee is waived for Premium Members. If

your earnings exceed [an available balance of \\$20.00 \(US\)](#), you will be able to select payment by monthly check with a \$5.00 (US) processing fee. The fee is waived for Premium Members. Additional information may be requested from you to process payments by PayPal or by check.

## 6. deviantART POINTS.

At any time, you may elect to use all of your outstanding accumulated Artist [Profit](#) reflected as earnings on your [My Earnings](#) page to purchase deviantART POINTS. The use of deviantART POINTS is subject to the restrictions contained in the deviantART [POINTS Terms and Conditions](#).

## 7. Approvals.

Before Artwork may be purchased through the [deviantART Print Program](#), all Artwork must be approved for sale by deviantART. Factors affecting approval include, but may not be limited to, image aspect ratio, quality, resolution, bleed edge, and whether the Artwork complies with deviantART's policies regarding the submission of Artist Materials, generally, as set forth in the [Submission Policy](#) and the requirements for submission of Artwork as set forth in this Agreement. Although deviantART [obtains](#) the right [from you](#) to include your Artwork in the Print Program [as a result of your submission to the Print Program](#), deviantART does not have the obligation to [so include the Artwork in the Print Program](#). While deviantART is not responsible for the content of your Artwork, deviantART may, in its sole discretion and for any reason, refuse the Artwork [for the Print Program](#), refuse to fulfill orders for such Artwork, or remove Artwork from the Print Program at any time. For general information on submitting Artwork for inclusion in the Print Program, please refer to the [FAQ](#).

[As a general rule](#), deviantART will not review Artwork until [the first](#) attempt to purchase the Artwork through the deviantART [Print Program](#). If the Artwork is rejected, you and the purchaser will be notified and the transaction will not be completed. [DeviantART will use commercially reasonable efforts to approve or reject the Artwork within one business day of the first order for the Artwork.](#)

## 8. Orders and Fulfillment.

[DeviantART](#) uses the services of third party vendors to manufacture, process, fulfill and ship orders for your Artwork. You agree that neither deviantART nor its third party vendors shall be liable to you or any purchasers in any way for any orders for your Artwork that are lost or damaged. [DeviantART](#) is not responsible for the acts of those third party vendors as they may damage you or your artwork and your only remedy in the event of such damage will be to remove your Artwork from the Print Program and, as appropriate, require an apology. [DeviantART](#) will, however, promptly process any complaints you may have about the acts of those third party vendors and attempt to improve all aspects of the Print Program for the benefit of all its participants. Concerns about the Print Program should be addressed to the [Prints Customer Service Department](#)

## 9. Changes to the Print Program.

[DeviantART](#) has complete discretion to modify any aspect of the Print Program, including but not limited to [products](#), terms, pricing, availability and the way in which the Print Program is displayed or offered. [DeviantART](#) may also discontinue the Print Program in whole or in part at

any time for any reason. [DeviantART](#) will notify you of any material changes to this Agreement (and the effective date of such changes) by an on-site "Hot Topic" news posting. [DeviantART](#) will also post the revised Agreement on the deviantART Site(s). If you continue to [list](#), maintain, or upload Artwork on the deviantART Site(s) after the effective date of the changes to the Agreement, you will be deemed to have accepted those changes and the new terms of the Agreement will govern all prior and future submissions of Artwork to the Print Program. If you do not accept the new terms of the Agreement, your sole and exclusive remedy shall be to terminate this Agreement by removing all of your Artwork from the Print Program.

## **10. Withdrawing Artwork from the Print Program.**

You can remove your Artwork from the Print Program at any time and for any reason, subject to the fulfillment of any existing orders for the Artwork you intend to remove. To remove your work from the Print Program you must use the "[Edit](#)" feature on the original Artwork [deviation page](#) and then disable the Print [by removing the check box for "Sell Prints."](#) Please note that this will only remove the Artwork from the Print Program and Artwork that has been submitted to the deviantART Site as Artist Materials will continue to appear on the deviantART Site until you remove such Artist Materials from the deviantART Site.

## **11. Licenses to deviantART.**

For the purposes of offering your Artwork for sale and fulfilling orders for your Artwork through the Print Program and for the period during which your Artwork is placed in the Print Program, you grant to deviantART a worldwide, nonexclusive, royalty-free, right and license to (a) reproduce, distribute, transmit, publicly perform and publicly display the Artwork, in whole or in part with or without the Artwork of others, in any manner and media including, and not as a limitation, uses of the Artwork to promote the Print Program and deviantART; (b) modify, adapt, translate, create, re-format, store and create derivative works from the Artwork, in whole or in part, in any manner and media, and (c) sublicense the foregoing rights, in whole or in part, to any third party, with or without a fee. You hereby grant to deviantART and its sublicensees a nonexclusive, worldwide, royalty-free license to use all trademarks, trade names, and the names and likenesses of any individuals that appear in the Artwork and the right to use the name that you submit in connection with the Artwork.

## **12. Participation in Optional Programs.**

[DeviantART](#) from time to time may, identify certain Artwork for distribution through galleries, limited edition series, large format replication and by digital displays. You will receive a separate notice if your Artwork is identified as a candidate for these optional programs and deviantART will notify you of the opportunity to participate in such programs subject to the terms of a separate agreement to cover such uses which you will be free to accept or reject at your absolute discretion.

## **13. You represent and warrant to deviantART that:**

- A. you are the sole author of your Artwork and you have the right, power, and authority necessary to enter into this Agreement, to fully perform your obligations hereunder, and to grant the licenses set forth in Section 11 above, including but not limited to all rights necessary for the reproduction, distribution, transmission, public performance, public display, [adaptation, modification](#) and other exploitation of the Artwork by deviantART as permitted hereunder;
- B. the Artwork is completely original to you and the Artwork submitted to deviantART by you, and [deviantART's](#) exercise of its rights hereunder, do not and will not violate, misappropriate or infringe any intellectual property right, including but not limited to

trademark rights, copyrights, moral rights and publicity, [privacy and personality](#) rights of any third party;

- C. no one else is entitled to receive the monies to be paid to you under this [Agreement](#);
- D. the Artwork (i) does not and will not violate any law, statute, ordinance or regulation; (ii) is not and will not be defamatory, libelous, threatening, pornographic, obscene, harmful to minors, violations of child pornography or child sexual exploitation laws; (iii) does not and will not contain any viruses or other programming routines that may detrimentally interfere with computer systems or data, whether those of deviantART or any third party and;
- E. you are over the age of eighteen or, if not, that you are an emancipated minor by order of a court of competent jurisdiction. You further agree to indemnify, defend, and hold deviantART and its sublicensees harmless from all claims, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' and expert fees and expenses) arising from your breach of any representation or warranty set forth in this paragraph. You will report as self-employment income all compensation received by you pursuant to this Agreement. You will indemnify, defend and hold deviantART harmless from all claims, liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys' and expert fees and expenses) relating to any obligation imposed by law on deviantART to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by you pursuant to this Agreement.

### **No Liability for Third Party Use.**

DEVIANART DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY USE OF THE ARTWORK MADE AVAILABLE ON THE DEVIANART WEBSITE BY YOU PURSUANT TO THE TERMS OF THIS AGREEMENT. YOU SHALL BE SOLELY RESPONSIBLE FOR SEEKING RELIEF FOR ANY UNAUTHORIZED USE OF ARTWORK BY A THIRD-PARTY, AND NOT FROM DEVIANART. THIS MEANS, AMONG OTHER THINGS, THAT IF ANOTHER PERSON OBTAINS YOUR ARTWORK FROM DEVIANART (WHETHER OR NOT WITH DEVIANART'S PERMISSION), AND USES THOSE MATERIALS IN A WAY NOT AUTHORIZED PURSUANT TO THE LICENSES GRANTED HEREUNDER, YOU WILL SEEK REDRESS OR RECOVERY OF DAMAGES FROM THE OTHER PERSON AND NOT FROM DEVIANART, AND THAT YOU WILL NOT HOLD DEVIANART RESPONSIBLE OR LIABLE FOR SUCH UNAUTHORIZED USE.

### **No Warranty; Limitation of Liability.**

DEVIANART PROVIDES THE PRINT PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. DEVIANART AND ITS THIRD PARTY VENDORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRINT PROGRAM, EVEN IF DEVIANART HAS BEEN ADVISED OF (OR KNEW OR SHOULD KNOWN OF) THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DEVIANART'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY [A THIRD PARTY PURCHASER](#) TO DEVIANART [FOR YOUR ARTWORKS](#).

This Agreement, together with the [Terms of Service](#) and the [Submission Policy](#) are the entire understanding and agreement between you and deviantART as to the subject matter of this Agreement and supersedes all prior proposals, discussions or agreements (oral and written) with respect to this subject

matter. The terms of this Agreement are in addition to and supplement the provisions contained in the Terms of Service and the Submission Policy. In the event of a conflict among the provisions contained in the Terms of Service, the Submission Policy and this Agreement, the provisions of this Agreement will control with respect to the Print Program. DeviantART's failure to enforce any right or provision in this Agreement will not be a waiver of that right or provision. If a court should find that one or more provisions contained in this Agreement is invalid, you agree that the remainder of the Agreement will still be enforceable. DeviantART has the right to assign its rights and/or delegate its obligations under this Agreement, in whole or in part, to any person or business entity. You may not assign your rights or delegate your obligations under this Agreement without the prior written consent of deviantART. This Agreement is governed by and is to be construed in accordance with the laws of the State of California. Any disputes arising under or in connection with this Agreement are subject to the exclusive jurisdiction of the state and federal courts of the State of California located in Los Angeles, California. The provisions of Sections 8, 9, 13, 14, 15 and 16 survive any termination of this Agreement.