

## SALES PROCESS AGREEMENT

AGREEMENT FOR USING THE WEBSITE AND SERVICES OFFERED BY CASA MIMOSA SITE. ("MIMOSA ART HOUSE OR MIMOSA ART HOUSE APPROVAL CENTER as AHAC").

THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR "THE ARTIST, USER, SELLER(s) or YOU" USE AND SELL AT THE WEBSITE AT [HTTP://WWW.MIMOSAARTHOUSE.COM](http://www.mimosaarthouse.com) (THE "SITE" or "SITE PROGRAM").

By using the Site in any manner, including but not limited to selling goods at the Site, you as artist agree to be bound by this Agreement, including those additional terms and conditions and policies referenced herein and/or available by hyperlink on the entire site pages including the Terms and Conditions agreements available.

This Agreement applies to all sellers of the Site Program, including without limitation users who are ARTIST, MERCHANTS, CONTENT CONTRIBUTORS, ETC.  
If you have any questions, please contact us at [artmimosa@gmail.com](mailto:artmimosa@gmail.com)

Mimosa Art House is a Web Portal providing artist profiles, virtual art pieces and physical art pieces custom-made or non custom-made. The site provides certain all site features free of charge.

By using or participating in any sales operated by AHAC through the site you, the artist, are entering into this binding agreement. By participating in the Artist Sales and by using the site you acknowledge that you accept and agree to this agreement and all of the terms and conditions set forth below.

### Background

You are absolutely prohibited from promoting our site by spam. Note that spamming on mobile through sms is also prohibited. Failure to comply with any one of the terms of the Anti-SPAM EMAIL Policy will lead to immediate termination of your account and forfeiture of all of your commission earnings!

### Agreement

By using the Site, You also agree and confirm that you will not redistribute this material to anyone.

Continuing further means that you understand and accept responsibility for your own actions, and that you hereby release the Company from all liability relating in any way to you, any actions that you may take or any activities in which you may engage that relate in any way to the Company or use of this Art Sales Program.

Please also note that none of the contents of this, or subsequent pages or links reflect upon the moral attitudes or legal responsibilities of those involved with this server, the Sales Program or the Company, including their contributors, agents, clients or owners. You also confirm that you are not accessing this material to use against the Company, the Site's operators, its affiliates or any other person or entity in any conceivable manner.

You hereby warrant and represent that you are over the age of 18 (21 in some USA States and any other location where 18 is not the age of majority), and in all respects you are qualified and competent to enter into this agreement. If you are under the age of majority please send us authorization signed from responsible to our email [artmimosa@gmail.com](mailto:artmimosa@gmail.com)

The Site enables you to share information with other users. You agree not to submit, publish, or display on the Site and outside the Site any defamatory, inaccurate, abusive, threatening, racially offensive, or illegal material related to your relationship with your sales profile. Transmission of such material that violates any federal, state, or local law is prohibited and is a breach of these Terms and Conditions.

You agree not to advertise to, or solicit, other users to buy or sell any products or services through the Site without obtaining their prior written consent and sent to us as [artmimosa@gmail.com](mailto:artmimosa@gmail.com). All messages shall be deemed to be readily accessible to the general public. Do not use the Program for any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages posted on or emailed through this site can and may be read by the operators, whether or not they are the intended recipient(s).

### You hereby represent and warrant to the Company as follows:

You hereby commit to comply with all of the terms of the Anti-SPAM Policy of the Program and you understand that failure to comply with the terms will result in immediate termination of your account and possible forfeiture of all of your earnings as well as possible commencement of legal proceedings against you. Note- you are prohibited to do any SMS spamming through mobile phones.

You will provide accurate and complete details regarding your identity and personal details including but not limited to: Your full legal name, address, bank account or other required information for your Artist Profile. You understand that the Company will email you notices about the Program and your account based on the information that you provide. In case your information is incorrect and/or misleading, the Company will not be liable to fulfill any obligations that it may otherwise have to you pursuant to these Terms and Conditions.

You will comply with all applicable federal, state and local laws in the performance of your obligations, including but not limited to regulations regarding: the forbiddance to engage in any activity that is considered spoofing, the forbiddance to send unsolicited emails (spam), the forbiddance to use a misleading header in the subject line of each and every email you send, having a valid removal link on each and every email you send and using a valid "from" address on each and every email that you send. You will comply with all applicable federal, state and local laws, including without limitation in respect of communications on the internet.

You hereby declare that each and every email address submitted by You, as well as each and every promotion or any other type of email that You send, has originated with a customer of Yours and has not been created or obtained fraudulently or obtained by marketing our Program by email.

### Terms of Rights to Use:

We hereby grant to you the following non-exclusive, non-transferable, revocable rights and permissions.

To display materials on your website, including but not limited to: banners, content; text links; images and text, solely for the purpose of promoting the sites participating in the Program. These materials may not be copied, reproduced, altered, modified, changed, broadcast, distributed, transmitted, disseminated or offered for sale or rental in any manner, at any time, unless authorized and consented to in writing by the Company. For this contact us at: [mrogerm@gmail.com](mailto:mrogerm@gmail.com)

You hereby agree that the permission granted to you by the Company to participate in the Program and to use the Program may be terminated or revoked at any time for any reason, or for no reason, upon notice from the Company. You hereby agree that upon receipt of such notice you will immediately cease using any materials and/or emails related to sites participating in the Program as well as remove all such materials and references to the Company and/or the Site from Your websites and any promotional, advertising or marketing materials of any kind relating thereto.

### Product/Art cost definition

Every Artist is free to set own costs for the content that they provide on the site. Artists who sell content on the Site ("Content Providers") are independent and are not under the employment of the Site. Content Providers have the discretion to add costs for each art piece to their content and have the knowledge that the END PRICE of each product will be done by the Site Admin Responsible. The fee charged for customers is not the costs asked by the Artist respecting the site costs and operational fees.

#### **The Royalties**

The Royalties amounts (your earnings) are defined at the Learning Center Royalties page. Please follow your percentages carefully beside each product you upload. The percentages of each 25 segments are open to be changed by the Site Managers anytime with no previous communication for administration reasons or any other relevant intentions. Special Royalties may apply to special artists in contact with us for any special reasons.

#### **Payments and Penalties.**

By this contract, you agree to receive payments by the schedule in monthly basis and/or beside the minimum amount choice done at the profile construction. This payment schedule is enforceable by law, and the methods described below will be use in cases of delinquent payment. These payments include or exclude interest and other charges that may apply.

**Important:** Your right to receive commission payments is subject to, and conditioned upon your complying with all of the provisions of this Agreement and these Terms & Conditions as well as with all the terms of the Company's Anti-SPAM Policy. Failure to comply with any of the provisions contained in this Agreement and these Terms & Conditions or with any of the terms in the Anti-SPAM Policy will result in termination of your account and forfeiture of your commissions.

Payments normally are made monthly (30+ days). Payments periods start on Mondays and end of Fridays every week. In the event of a delay, for any reason whatsoever, in payment by the Site's third party processor(s) to the Company, the Company shall have such reasonable amount of time after receipt of such payment to make any required commission payments to You. In no event shall the Company be obligated to make any commission payments to you until such time that it receives payment from the Company's processor(s).

In the event that Your account is terminated by the Company for any reason within the sole and absolute discretion of the Company other than for Your violation of any of the provisions of this Agreement and Terms & Conditions and/or the Company's Anti-Spam Policy and/or for Your fraudulent activities and/or for actions enumerated in Sections above as to which you agree to forfeit all commissions that You may have earned prior to termination for such violation(s), You shall not be eligible to receive, nor shall the Company be obligated to pay You, any outstanding commissions under 1000\$ Brazilian Reais and You shall not be entitled to receive, nor shall the Company be obligated to pay You, any bonuses.

In case your account was granted a bonus of any kind, and your account was terminated, either by the Company or by you, it is hereby clarified that you will not be entitled to receive the bonus or any part of bonus.

Earnings are unlimited: Please notice that our site is a high traffic site, so you shall be online on site anytime to maximize your chances to a continue work and satisfaction of your clients Do not tell anyone how are your earnings on our site to avoid protection problems to yourself and any misunderstood since many artists are having high earnings. (over 10.000,00 USD).

**Artistic penalties resume:** Any penalties beside not delivering arts or bad usage of the Site at the interaction fields and pages are discounted on payments. The amount of any penalties are defined accordingly loses in each case. If Artist has no amounts to be discounted, AHAC has the right to bill artist anytime. If not paid on the defined dates by the Site administration side the Artist shall be treated as penalties were executed and performed in Sao Paulo, Brazil and shall be governed by and construed in accordance with the laws of Sao Paulo, Brazil (without regard to conflict of law principles). The minimum amount of every Penalty may apply as the product value involved, in some cases as bigger or smaller percentages visualized depending of the problem judged only by AHAC or on any type of other loss types as: Business interference, Image interference and others.

**Statistics** Only the Company's files and records will determine relevant statistics including but not limited to: Your commission earnings, the number of Your referred clients You must notify the Company, in writing, of any objections or claimed discrepancies, within 15 days of the last pay-period; Your failure to notify the Company in such timely manner shall mean that You have permanently waived any objections or claims that You might otherwise have had. Statistic reports will be available only on the current Program. Statistic reports regarding your commission earnings (prior to the change) from sites that are still a part of the Program, will also be detailed in the statistic table of the Program.

#### **Non-Assign ability /Theft of Login:**

You shall not assign or transfer any rights that you may have under this Agreement to any other person or entity. Any assignment, or attempted assignment, by you shall automatically terminate any rights that you or your assignee may otherwise have under these Terms & Conditions, including but not limited to any rights to the payment of commissions.

You must promptly inform the Company of any apparent breach of security. Until you notify the Company by email or by telephone of any breach in security, you shall remain personally liable for any unauthorized use of the Program or its service caused by you. You shall be personally liable for, and shall defend against, indemnify and hold harmless the Company from any and all claims or damages (including loss of profits, loss of property, fines and penalties), losses and costs (including attorneys' fees) resulting from any attempted or actual unauthorized downloading or other duplication whether solely by You, Your agent(s) or representative(s), or through or by any other person or governmental agency due to Your willful or negligent act(s).

#### **General Sales Rules Resume**

By this contract, you agree to follow all rules described on site at the Learning Desk, Terms and conditions and all other information you may find on Site.

#### **Artist Profiles**

The site offers a registration tool where artists are able to create their own profile in order to later on introduce and sell their artworks (virtual or physical art). The Artist Profile is divided into two types: (1) Exclusive Artists (those working online exclusively with our site) and (2) Non-exclusive Artists.

Exclusively Artists detain more visibility in their profiles and products than non-exclusive artists. Royalties are also different giving exclusive Artists more earnings.

#### **Artist Approval Stage**

Previous to any sale from a new artist, the AHAC will be responsible for approving the Artist Profile before it is available online. This process is the first step to assure the quality of our site, your art and is conducted in accordance with the 60-year principles and standards of our Art House on artist selection.

#### **Artist Selling Options**

After the Artist Profile Stage is concluded with the approval of the Artist Profile, the artist will have to select among 8 general categories for art products, product specifications and selling options. Our art categories, specifications and selling options cover a wide range of art proposals encompassing from traditional to innovative artworks.

If still having wide options in our art categories is not enough to include a new kind of art, our team is open to know about your idea. Contact us at [artmimosa@gmail.com](mailto:artmimosa@gmail.com) or contact our live support. The Art House is ready to help you and to adapt our selling tools to any kind of needs.

#### **Product Profiles**

For the Product Profiles we offer 8 Categories with 25 segments, Subscription options in 7 segments, Custom-made products (produced only upon request) All Categories are prepared for virtual and physical artworks.

Rules for each product type you can find at the sales process agreement, also on the uploading portal as well on the product profile construction forms. The rules are very important for your dashboard management and earning evolution. Please notice that our site is a high traffic site, so you shall be online on site anytime to maximize your chances to a continue work and satisfaction of your clients. **Do not tell anyone how are your earnings on our site to avoid protection problems to yourself and any misunderstood since many artists are having high earnings.**

#### **The Art Profile Approval Stage**

The Product Profile is created by selecting among the categories which best characterize the art product to be sold, fill in all the information required as well as upload pictures from the art product according to our standards. Before the product is available online to our customers, this Product Profile will have to be approved; therefore it will be analyzed by our team following the Mimosa Art House 60-year standards.

#### **The Approved Art Profile.**

After the Product Profile is approved it means that the item is already available for sales. In order to manage sales, stock, delivery steps and payments we offer the Artist Dashboard, which is a virtual private office for personal control.

#### **Sales Flow**

By this contract, you agree to follow the rules below.

#### **NON CUSTOM-MADE -- The Sale process has 2 steps for Physical Art Products and 1 step for Virtual Art Products**

Physical Product Sale Process (non custom-made)

Customer buys an Art Product => Artist receives sale alert communication by email (also available on dashboard) and sends the item to AHAC address => AHAC receives the item and is responsible for approving the quality of the product. After approval, the item is sent to the final customer

Virtual Product Sale Process (non custom-made)

AHAC approves the item after Product Registration => Customer buys the item and immediately download it.

#### **CUSTOM-MADE -- The Sale process has 3 steps for Physical Art Products and 3 step for Virtual Art Products.**

Physical Product Sale Process (custom-made)

Customer orders a custom-made product and the item is paid-on-hold => Artist receives an email alert (also on dashboard) with the order and the specific details provided by the customer. Artist start producing the Art Product => Artist sends the item to the Art House. AHAC receives the item and is responsible for approving the quality of the product. => After AHAC approval, the customer is charged and the item is sent to the customer's address

Virtual Product Sale Process (custom-made)

Customer orders a custom-made product and the item is paid-on-hold => Artist receives an email alert (also on dashboard) with the order and the specific details provided by the customer. Artist start producing the Art Product => Artist uploads the finished file containing the Art Product through dashboard. AHAC receives the file and is responsible for approving the quality of the product. => After AHAC approval, the customer is charged and the item becomes available to the customer through email and/or dashboard

#### **Shipment Information for physical products**

#### **Non Custom-Made Products**

Non Custom-Made Products usually have a shorter delivery time. Delays may occur considering the location where the art products are produced. Some regions have difficult accessibility and delivery services, which may demand more days until products reach the AHAC for our approval and are finally dispatched to customers.

#### **Custom-Made Products**

Custom-Made products require more time to reach final customers since besides passing through the conditions described above in " Non Custom-Made Products", artists will only start their production upon request, therefore more days will be necessary until the products are ready for dispatch.

#### **AHAC Approval Process**

Each product sold will pass through our Quality Approval Process\*. The product will only be dispatched to final customers after the AHAC approval. In case the product does not fulfill our approval requirements (based on a traditionally recognized 60-year methodology), the sale will be cancelled and the customer will not be charged. In those cases Mimosa Store may offer other product suggestions and a discount in other purchase.

\*The approval process with our Art Specialist normally takes 1 working day

#### **Termination:**

You understand and agree that any of the following actions by you or anyone under your control will result in your account(s) being immediately terminated and all of your unpaid commissions and earnings being forfeited (upon notice on the Site):

- a) Sending ANY promotional emails on behalf of the site .Promoting content such as: bestiality, child/minor pornography, rape, violence, or any other illegal activity. Attempting to defraud the Company in any way. Providing incorrect or incomplete account information.
- b) Violating or infringing any rights of any person or entity, including without limitation, any copyrights, trademark rights, patent rights, rights of publicity, privacy rights or any other intellectual, personal or property right.

The Company may terminate at any time, and without cause, your account on the Site, upon non notification on the Program.

#### **Additional Terms and Conditions:**

You agree to be bound by the Terms and Conditions, as well as the specific rules and regulations of each site tools.

In addition to these Terms and Conditions, the Site may have additional Terms of Use that are, and shall become, an integral part of this Agreement. All Terms of Use apply to the Site, its Program, and You. If any provision of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, such provision shall be deemed excised and removed only to the extent to make the remaining provisions and this Agreement enforceable.

You acknowledge and agree that the Company makes no guarantees or warranties of any kind with respect to the Program; that the Program is provided to you "as is"; and that your participation in the Program and use of the Program, is solely at your own risk.

You understand and agree that the Company may, in its sole and absolute discretion, share selected personal information with third parties for data verification and supplementation purposes.

The Company does not monitor, supervise or review, and shall not be responsible for any content appearing or otherwise distributed on, at or in association with your personal website. You hold the full and sole responsibility and liability for the decision to display or include content on your website, to distribute or make the content available to the viewers of your website in various geographical areas, and for all decisions relating to the manner in which you permit or restrict access to your site.

This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof, and supersedes and cancels all other prior agreements or representations, written or oral.

#### **Disclaimer**

The materials on the site and its affiliated sites are provided "as is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement of intellectual property or fitness for a particular purpose. cash offers, or assurance of uninterrupted or error free service. the company, the site and/or the site owner do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained on the site. any of the information offered on the site may change at any time without notice.

The company, the site, and/or the site owner make no representation as to any of the information found at the site. Should the materials or services provided prove defective and/or cause any damage to equipment or any loss or inconvenience to you or anyone claiming through you, you shall assume the entire cost and responsibility for same.

You will indemnify and hold harmless the company, the site, the site owner and all of their officers, directors, shareholders, employees, agents and representatives from and against any claims, liabilities, losses, costs, damages or expenses (including attorney's fees) arising from the use of or participation in the program, the site or the information contained therein.

Under no circumstances shall the Company be held liable to you, any affiliate, user, participant and/or other third party for any direct or indirect damages and/or losses that may arise due to "downtime" and/or unavailability of the Site or the Programs.

You are hereby advised that every agreement you enter into, as well as this Agreement, should be reviewed by your attorney. You acknowledge and agree that nothing herein prevents or deters you in any way from seeking such legal advice before entering into this Agreement. By using or participating in the Program you are acknowledging that you have read and agreed to all of the terms and conditions, set forth above. All of the Site's participants are required to comply with our strict Anti- SPAM Policy and are prohibited from sending any spam emails in connection with our sites.

#### **Finals**

If you will be using any Model or any third party interaction/participation on your workouts please read our Releases and please send the correct release signed up for our approval.

For all rules please see all Terms and Conditions available on site.

By simply constructing an Artist Profile and afterwards any Product Profile you agree to follow this contract, all Terms and Conditions and rules available on site. No profile will be online without the right rules follow up.

#### **ACKNOWLEDGMENT**

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes (AHAC) any prior statements or representations. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE AGREEMENT, then you can use any service on our site. IF YOU DON'T AGREE, we ask you to leave our site.

Letter from the responsible:

**Thank you for participating at our Site Program.**

**Hope you enjoy our Art House tools as a daily working environment and I wish you success selling your arts with us!**

**Cheers,  
Roger**

**Roger  
mrogerm@gmail.com  
Acrylic Painter, CEO and Founder from the Mimosa Art House.**