

TERMS AND CONDITIONS - PRIVACY POLICY

KUELGA DECOR S.A.C.

The terms and conditions described below delimit and clarify the conditions that regulate the relationship between Kuelga Decor S.A.C. (hereinafter, "Kuelga") and the person entering the Kuelga platform for the purpose of marketing their artworks (hereinafter, the "Artist").

Modificación

Kuelga reserves the right to modify or update these Terms and Conditions and Privacy Policy, without prior notice. However, in case any modification is made, Kuelga will send a notification to the email assigned by the artist at the time of registering informing such situation. If you are not satisfied with the modification, the Artist must send an email to artists@kuelga.com within a period not exceeding 5 business days of receiving the notification; otherwise, it will be understood that the artist accepts and is satisfied with the change.

Acceptance and Knowledge

Any person who registers as an Artist in Kuelga is considered "Artist" for the purpose of promoting and marketing their artworks through <www.Kuelga.com> (hereinafter, the "Website"). The Terms and Conditions apply to all activities, advertising and sales made on the Website. They are also presumed known and are binding on Artists. In case of disagreement, total or partial, the Artist must not register or make use of the Website (as an Artist).

The Service

The service is accessed by registering as an Artist on the Website, by creating a personal account (hereinafter, the "Account") and entering the required data.

The service that Kuelga offers, through its web platform and physical stores, is the offer and subsequent commercialization of the reproduction (in print format) of the artists' artwork. This will be done as follows:

1. The Artist must upload a digital file of his artwork, in accordance with the characteristics and resolution required in the interface, on the Website, which may be subsequently entered into the catalog of works offered by Kuelga (hereinafter, the catalog"). Once the digital file has been uploaded to the Website, it will be considered that the artwork was delivered in favor of Kuelga.
2. Kuelga will advertise on the Website and in its physical stores, artworks delivered by the Artist (hereinafter, the "Artworks") through the Catalog.
3. Kuelga will reproduce each of the Artworks in print format (hereinafter, the "Print"). For example, image replica or sculpture photography.
4. Kuelga will market and distribute the Print.
5. Kuelga will grant the artist a share in the sales made, through a deposit and / or transfer in the bank account indicated by the Artist.

6. Kuelga will maintain a report detailing the Artist's Artworks sales on the Website and its physical stores.

Additionally, the service will take into account the following:

- Each Artwork may be printed only up to a maximum amount of one hundred (100) times. Each Print will be accompanied by a certificate of authenticity and quality.
- Kuelga reserves the right to place a Artwork in the Catalog or not, as well as to suspend its publication and / or commercialization at any time, either provisionally or permanently.

Registration in Kuelga

To access the service provided by Kuelga, it will be necessary that the Artist registers on the Website through the creation of an Account, composed of the Artist's email (which will be used as his Artist's name), an account with Banco de Credito, BBVA or TransferWise and a password determined by him.

The data entered must be current, valid and true; and can be verified by Kuelga at any time. In the event that the Artist has provided false, inaccurate or incomplete information, Kuelga may deny access and use of its service. The Artist is responsible for the verification of the operation of their bank accounts. In this sense, Kuelga is not responsible for the problems that the Artist may have with them.

Each Artist is responsible for their Artist name, password and their respective confidentiality. Kuelga is not responsible for its disclosure. Therefore, it is the responsibility of the Artist to keep these data in reserve and confidentiality, without revealing or sharing them with third parties. Any action performed through an Artist's account is presumed to be performed by him. In case the Artist loses control of his password, he can recover it and modify it in the settings of his Account.

Kuelga may request the change of the Account information when it is considered insecure or if it receives any complaint regarding the name of the Artist. Kuelga reserves the right to delete and / or suspend the Artist's Account.

Rights and Obligations of the Artist

1. The Artist guarantees that the Artworks delivered to Kuelga for the purpose of these Terms and Conditions do not infringe or violate the intellectual or industrial property rights or any other legal or contractual rights of third parties.

2. The Artist will receive a participation in the sales made through Kuelga according to the following detail:

- For each sale made through the Website, the Artist will receive a participation equivalent to 20% (20 percent) of the final sale price per Impression.
- For each sale made in the physical stores of Kuelga, franchises and approved, the percentage of participation that the Artist will receive will be 10% (10 percent) of the final price of sale per Impression.

The sale price of the Artwork is stipulated by KUELGA and is the same for each Artist, depending on the size and finish of the format chosen by the Client.

Each time one of our physical stores orders the reproduction of a Artwork for its stock, the Artist receives the corresponding participation (which will be paid until the tenth day of the following month), even if the store has not yet sold the impressions. That is, the Artist is often paid in advance.

3. The Artist agrees to mention Kuelga and its Website at least three (03) times a month in the official social networks of his ownership.

4. The Artist undertakes, including but not limited to, the following:

- Do not alter or modify, totally or partially, the Website, bypassing, deactivating or manipulating the functions or services thereof;
- Do not perform activities that poll, scan or test vulnerabilities in the computer systems, network or any security component of the Website;
- Do not perform advertising actions of goods or services without the prior express consent of Kuelga.
- Do not access without authorization the Accounts of other Artists.

5. Any action that contravenes these obligations (or the other obligations referred to in these Terms and Conditions) may result in the elimination or suspension of the Artist's Account in Kuelga.

About the Copyright of the Artworks

With the delivery of the Artworks in favor of Kuelga, the Artist (in his capacity as Author) grants a license to Kuelga for all acts necessary for the provision of the service of the subject matter of these Terms and Conditions (reproduction and communication of the Artwork, as well as for the distribution of its printing), without any territorial limit and during the permanence of the Artwork in the Catalog, except for those territories where the Artist already has an exclusivity contract.

The percentages of royalties established in the previous paragraphs refer specifically to the sale of the printing, excluding the framing.

About the relationship between Kuelga and the Artist

The Artist acknowledges that the authorization granted for the use of the Artwork through these terms and conditions does not imply the existence of a labor, corporate, association or associative relationship between the Artist and Kuelga, excluding any presumption of joint and several liability between these in the fulfillment of their obligations.

The creation of the Artwork and its corresponding copyrights are the exclusive responsibility of the Artist, so that it already exempts and will keep Kuelga harmless from any controversy or claim that may arise in relation to the copyright of the Artwork, as well as the unauthorized use or reproduction by third parties. In this regard, Kuelga will be exempt from any liability for damages that may be generated.

The link generated by virtue of the acceptance of these terms and conditions is of indefinite term, concluding only with the elimination and / or cancellation of the account.

Service Interruption - Exclusion of Liability

Kuelga reserves the right to interrupt, suspend or modify the services and offer of Impressions on the Website, either permanently or temporarily. No prior communication or approval of the Artists will be necessary.

Kuelga does not guarantee that the Website is permanently secure. It is the responsibility of the Artists to take the necessary protection measures to their device, so that possible threats and / or damages to the operating system caused by viruses or other elements derived from the use of Internet can be foreseen and avoided.

Kuelga does not control how the Artists use the Website. It does not guarantee that they make use of the Website in accordance with these Terms and Conditions, nor that they make diligent and / or prudent use of it. In the same way, Kuelga does not control or is responsible for the content of the Artworks sold. The opinions of the shared media do not reflect the opinions of Kuelga.

All rights reserved. Intellectual property

The design, software and trademarks that appear on the Website are the exclusive property of Kuelga, so that it cannot be used by the Artists without the express authorization of its Owner. All dissemination and use of the content of Kuelga is done legitimately and in accordance with the laws of copyright and intellectual property.

To make any claim on the subject of this section, you can contact the email artists@kuelga.com

PRIVACY POLICY

About the Information and its Uses

To make use of the service provided by Kuelga, the following mandatory information, necessary to provide the service, will be requested and / or collected:

- Email of the Artist, name and surname of the Artist and password of the Account: for the registration within Kuelga and the identification of the Artist at the time of publishing the Artwork.
- Bank account data (in BCP, BBVA or TransferWise) of the Artist: economic, financial and insurance data necessary to make the payment of the participation obtained from the sale of the Print.

Such information will be stored in the Kuelga database for the duration of the Artist's Account. The personal data that the Artists provide to Kuelga will be treated confidentially and will only be used for the purposes for which they were required. The Artist must keep Kuelga informed in case there is an error or variation in the information provided.

Also, if you checked the corresponding option, we can use the email address provided to send promotional or marketing material. If you later wish not to receive such material, the authorization may be revoked at any time by sending an email addressed to artists@kuelga.com.

Security measures

Kuelga and its processors will safeguard the personal data of the Artists in compliance with the security measures provided by current regulations. In this way, Kuelga takes the pertinent actions to prevent the alteration, loss, treatment or improper access to the information. Resources will be allocated according to the nature of the data and the risks involved.

Information shared with third parties

Your information may be processed by Kuelga and third parties exclusively for the execution of the purposes detailed in this document and authorized by your person, either nationally or internationally. Regarding international transfers, we inform you that the necessary measures have been taken to ensure that there are adequate mechanisms and guarantees for your security. You may access the complete list of people who may receive (as recipients or processors) the personal data of the Artists through the following link: www.kuelga.com/listadeterceros

Exercise of Rights over your Personal Data

The Artist may exercise the following rights over their personal data:

- Access to information: the Artist can obtain information about himself that is stored in the Kuelga data banks.
- Rectification: the Artist may request the update, rectification or incorporation of new personal data, when there is an error, inaccuracy or incomplete.
- Cancellation: the Artist may request the deletion of his personal data that is not required for the fulfillment of Kuelga's obligations.
- Opposition: the Artist may object to the processing of his personal data, provided that such treatment is not provided by contract or law.

To do this, you must send a written communication to artists@kuelga.com. It will be necessary for the Artist to explain under what circumstances he gave the personal data in question to Kuelga.

Contact

Any communication that occurs due to the use of Kuelga must be made in writing.

If the communication is addressed to the Artist, it must be done by email sent to the email registered by the Artist, or by letter addressed to the address registered by the Artist. It is the responsibility of the Artist that the email address registered in Kuelga be functional, so that he can receive the communications sent.

If the communication is addressed to Kuelga, it must be done by means of a written communication to artists@kuelga.com

Jurisdiction and Applicable Law

The service provided by Kuelga is governed by the law applicable in the Republic of Peru, so any dispute or difficulty regarding the information displayed or any transaction that originates in Kuelga will be subject to such legislation.

Artists may file their claim in the Kuelga Claims Book (physical or on the Website), in front of the National Institute for the Defense of Competition and Intellectual Property (INDECOPI), the General Directorate of Personal Data or the District Courts of Cercado de Lima, provided they are competent in the matter. This dimension does not preclude the parties from reaching an agreement on the matter. Any conflict between the Artist and Kuelga will be resolved at the mentioned forums.

In case the mechanism is very harmful or unfeasible for the parties, the Artist may request from Kuelga an alternative solution mechanism. To do this, you can communicate by email addressed to artists@kuelga.com.