



# TERMS OF SERVICE AGREEMENT

## Grubse Arts

Grubse Arts terms of service is a legal agreement between **YOU** and Grubse Arts. By using Grubse Arts services such as its website, including all information, tools and product purchase from Grubse Arts, you, the user, is bound to agree with the ***Terms of Service Agreement***. For product purchase(s) and/or order(s); ***The Terms of Service Agreement*** will also be agreed upon by accepting and paying the invoice of the product ordered. Breach of the ***Terms of Service Agreement*** may result with legal consequences.

In the aforementioned and hereafter the terms;

**Client** and **User** is referred to as **You**.

**Artist** is referred to as someone providing Grubse Arts with artistic content under a specified assignment.

**Grubse Arts** as an organization is referred to as **we**.

**Grubse Arts** as a legal entity is referred to as **Alexander Viala Bellander**.

Grubse Arts™ is an unregistered trademark.

## CHAPTER I – COPYRIGHT

**§1.** All content displayed on the website [www.grubse.com](http://www.grubse.com) including sub-domains and sub-pages, such as; pictures and videos but not limited to, are copyright protected and are intellectual property of Grubse Arts, with certain exceptions, according to the *Berne Convention for the Protection of Literary and Artistic Works* by the *World Intellectual Property Organization (WIPO)*.

Any footage of the ordered product is as stated in ***Terms of Service agreement, Chapter 1, Paragraph 3*** sole Grubse Arts property until the user have accepted the ***licensing agreement*** and/or product in ***final-state***.

**§2.** Legal rights of copyright protected assets such as; logos and/or other trademarks owned by the **client** are extended for Grubse Arts. The extension of rights entitles Grubse Arts the right to share and make public content, including the copyright protected asset for both personal and commercial use. However, Grubse Arts entitlement of sharing and making public the users intellectual property in both personal and commercial forms is limited to; reviews and showcases of the cooperation between the client and Grubse Arts additionally the making of the ordered product.

**§3.** The licensing agreement becomes valid upon the product being labeled; ***final-state, see Terms of Service, Chapter 3, Paragraph 1.***

**§4.** All content an artist in assignment provides to Grubse Arts regarding the assignment is intellectual property of Grubse Arts, unless stated otherwise by Grubse Arts. The **artist** providing artistic works for Grubse Arts in form of an assignment are conditioned to agree to the ***Terms of Service Agreement***.



## CHAPTER 2 – PAYMENT

§1. Payment method to Grubse Arts is PayPal, alternatively Swish.

A) For payment with PayPal the client is obliged to provide the following information to Grubse Arts; first and last name, country of residence, billing address.

*The name given to Grubse Arts will be the legal entity responsible for the payment and possible legal consequences.*

B) For payment with Swish the client is obliged to include the following message in the notes section of a transfer; ID2018 Grubse Arts Payment.

*The name of the payer will be the legal entity responsible for the payment and possible legal consequences.*

Payment, terms and order information will be present in your invoice.

Available payment currencies are; EUR, USD, SEK

The client will be invoiced the *product price* + PayPal fee of 3,4%-4,9%. This fee is for buyer protection and can not be opted out.

§2. Refunds are not available unless Grubse Arts would choose to terminate the project. In the case of a terminated project, the client may get a full refund excluding the 3.4%-4,9% fee. In no other cases, are refunds available.

§3. Payment, the proceeding of the ***Terms of Service Agreement Chapter 2, Paragraph 1, section A or B***, to Grubse Arts is an agreement with the ***Terms of Service Agreement***.

## CHAPTER 3 – PRODUCT STATE

§1. When the ordered product is in a such state, whereas the client feels satisfied and considers the product done and/or finished without further work, the product becomes labeled, ***final-state***. Hence, when the client wishes to claim, become entitled to copyright law of, his or her product, the product becomes labeled ***final-state***.



## CHAPTER 4 – DELIVERY

§1. Product delivery is digital. The user requires an Internet connection to download the ordered product. When downloading your product Internet service fees may apply. Product download will be available through a login page at; [www.grubse.com/filetransfer/ID](http://www.grubse.com/filetransfer/ID)

The *ID* will be the same as your login username. A unique randomly generated password will be provided.

§2. The download-page will be accessible no less than 110 days from the finalization of the product, see ***Terms of Service, Chapter 3, Paragraph 1***. Username, password and download-page link will be provided upon request and/or agreement of product final-state.

## CHAPTER 5 – C H A N G E S

§1. Any new features or tools which are added to the website shall also be subject to the ***Terms of Service Agreement***. You can review the most current version of the ***Terms of Service Agreement*** at any time on this page. We reserve the right to update, change or replace any part of the ***Terms of Service Agreement*** by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## CHAPTER 6 – LEGAL CONSEQUENCES

§1. With no exceptions, if the client would be found breaking the terms of service, the licensing agreement becomes invalid and Grubse Arts is given all rights over the project. Further legal consequences may apply and may differ from one state to another.