

User Agreement

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the Formidable Fusion Services. By using the Formidable Fusion Ltd Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Formidable Fusion Website) or you are a "Formidable Fusion Artist" (which means that you have registered with Formidable Fusion Ltd). The term "User" refers to a Visitor or an Artist Member.

Formidable Fusion Ltd is not under obligation for direct sales between the artist and third party, and undertakes no responsibility. Formidablefusion.com cannot generate refunds for items purchased from third-party sellers on the Distribution Pages. Only your seller can generate a refund. Customers will need to contact the seller directly about the return.

Artist Distribution User Agreement

This Merchant User Agreement ("Agreement") is between you, Formidable Fusion Ltd, and any other company or other business entity you are representing.

This Agreement is effective upon your acceptance in registration. By accepting this Agreement and subject to the terms and conditions of this Agreement, Formidable Fusion Ltd will permit you to distribute via our domain.

By accepting this Agreement, You further agree to be bound by any amendments to the terms and conditions of this Agreement or to such terms and conditions as are incorporated herein by reference.

You authorise Formidable Fusion Ltd to process the initial set up of your distribution service via the use of created passwords and/or passphrase during the registration process. You permit Formidable Fusion Ltd to create external accounts to link to your distribution service, with an initial user name and password. You will also be required to change the password for your external sites upon notification and will be entirely responsible for maintaining the confidentiality of your accounts and passwords. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You are solely responsible for any and all use of your account.

Upon activation of your account and subject to the payment of applicable fees, Formidable Fusion Ltd will provide You during the term of this Agreement with the hosting under this Agreement. Your distribution service will be hosted on the Formidable Fusion Ltd domain on which several merchants may share the resources and network capacity.

You agree to pay for a non refundable yearly subscription.

You will be solely responsible for the development, promotion, operation and maintenance of your distribution service, including the operation of your distribution service, accepting, processing and filling customer orders generated through Your distribution service, and handling any customer inquiries,

complaints, or disputes arising from orders or sales generated through your distribution service.

You agree to adhere to a privacy policy for customers. You must establish and agree to safe guard personal information collected through sales, under the data protection act.

You agree to distribute artistic material which will enhance your Future career in the Arts, and which you have created and own the rights to. You represent and warrant that: (i) you own the Content distributed through your distribution page or otherwise have the right to sell, and (ii) the Content on your Distribution Page does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You may not modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights.

Formidable Fusion Ltd reserves the right to change, amend and/or otherwise alter the Services provided with equivalent or otherwise equal Services without prior notice to You. If you do not agree to such changes, then you may terminate use of the Services. Formidable Fusion Ltd will not refund any fees or payments in the event of such termination.

The Services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to children (persons under the age of 18). If you are registering as a business entity, you represent that you have the authority to bind such entity to this Agreement.

If for any reason, Formidable Fusion, in its discretion, believes such information to be incorrect, it reserves the right, without provision of any notice to you, to revoke any and all services under this Agreement to you.

You acknowledge and agree that all worldwide intellectual property rights, trade names and trademarks therein, are the exclusive property of Formidable Fusion Ltd.

You agree that Formidable Fusion Ltd has no obligation to you or any third party, and undertakes no responsibility, to review Your distribution service, the products or services listed therein or any other content. You agree that Formidable Fusion Ltd have the right to refuse offensive, fraudulent, non-legal, or dangerous material upon the Formidable Fusion site.

You agree to indemnify and hold Formidable Fusion Ltd, its suppliers, directors and service providers free from blame.

All fees under this Agreement exclude all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, and you will be responsible for payment of all such taxes under this agreement.

You agree to adhere to a privacy policy for customers. You must establish and agree to safe guard personal information collected through sales, under the data protection act.