

# TERMS AND CONDITIONS

---

## WELCOME!

We're happy for your visit in our website.

We are not fan of these pages any more than you do, so we will keep this short and sweet.

The following terms and conditions refer to TOML Ltd. (hereinafter "TOML, our, us,") and its relationship with its potential clients and website users and potential Clients. We have drafted these Terms and Conditions of Use (hereinafter as the "Terms and Conditions") so you will the rules that govern our relationship with you and also understand how to make use of our website. These Terms and Conditions will apply if you use our website. By accessing or browsing, you agree to be bound with the following Terms and Conditions. Please read these Terms of Service carefully, and contact us if you have any questions.

## 1. ABOUT

---

1.1 TOML is a Limited Liability Company (LLC) registered in Prishtina, Kosovo.

1.2 We are a collective of visual storytellers, who collaborate to develop visual communication projects [hereinafter "Services"]

1.3 Our internal insights, expertise and past collaborating experience with each other allows us to build suitable teams or select the right type of artists, for vthe right project.

1.4 The Consultants of TOML [hereinafter "Artists"] are legally represented by TOML.

## HOW WE WORK?

---

### 2. WE MAKE STORIES

#### Request a creative solution

We build the right team or assign the right artist(s) for a project.

2.1. Clients requests creative services or project based collaboration with TOML.

2.2. We collaborate with our own clients and also as creative partner for other creative houses.

2.3. TOML will select the most suitable artists to fit the right project.

2.4. The selection is influenced by artists style, experiences, artist's preferences and budget.

2.5. The selected team is always transparent, and clients can suggest an Artist to work with.

### 3. WE REPRESENT ARTISTS

#### Invite an Artist

Invite an artist to involve in your project.

3.1 TOML legally represents Artists who are listed in our website as "Members". We also work as an external creative partner with other businesses – where they can invite **one** of the Artists to involve in their own project.

3.2 TOML takes care of managing the link between two parties including the admin and legal work for 25% fee of the total agreement (unless agreed differently in writing). The fees may also varies on the budget range.

3.3 Requests without a brief won't be considered seriously. The brief should be sent through be TOML's website via "Invite an Artist" button or via email.

3.4 If two parties agrees to collaborate, TOML will not be part of the daily interaction between the Client and the Artist to respect confidentiality.

## 4. INTELLECTUAL PROPERTY RIGHTS

---

4.1 TOML is the owner of intellectual property rights for the work and content that is displayed as TOML copyright [Projects] within the homepage of the website, whereas all the work and content that is presented in the Artists portfolio is under the copyright of the Artists or third parties (see the credits for specific project).

4.2 TOML respects all the creators and agencies who participated or developed a project. However, we have no proprietary rights over the work and content presented by the Artists and shall not be liable to any third party with regard to any copyright claim towards the content the Artists agreed to publish.

4.3 You are not allowed to acquire any right, title nor interest in any intellectual property rights belonging to TOML or to the Artist. You may not copy, modify, distribute, sell, or lease work or content published in our website, unless you have our [or Artist's] written permission.

## PRIVACY & TERMS OF USE

---

### What Types of User Information Does TOML obtain?

TOML may hold all the personal data about you that we receive, including personal details such as your name, e-mail address, work title, and other information provided by you voluntarily. These will not be shared with any third-party except the team who are involved in the project. These information may be collected only if you submit a creative brief via our website section such as:

#### Request a Creative Solution Invite an Artist

We know the importance and the confidentiality of creative brief or business vision that you may share with us via above-mentioned sections. **We fully respect and keep confidential all the project-related information.**

We reserve the right to change, modify or amend this Privacy Policy at any time to reflect changes in our practices and service offerings. If we modify our Privacy Policy, we will update the "Effective Date" and such changes will be effective upon posting. It is your obligation to check our current Privacy Policy for any changes. Any revised Privacy Policy will only apply prospectively to Information collected or modified after the Effective Date of the revised policy. It is your responsibility to periodically check and review our Privacy Policy for changes.

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at [hello@tomlcollective.com](mailto:hello@tomlcollective.com).

Effective Date of this Privacy Policy  
This Privacy Policy is effective as of **Nov 3, 2018**.