Artist + Collector Rights

1. ARTIST RIGHTS

When you sell your artwork as a digital edition on Feral File, the following rights are guaranteed to you by contract, and by the Feral File code:

You own the copyright and image rights. This means collectors can't copy, reproduce, or make derivatives of your work—but you still can.

You earn a percentage of all secondary sales. If a collector buys your work and then sells it for a profit, you're entitled to a percentage of the sale price as stated in the term sheet containing the commercial terms for the exhibition and sale of the work on Feral File, less any transaction fees.

You will always be credited. Anytime your work is displayed or shared, it must be properly attributed to you.

Your work is protected. Collectors can't modify, distort, or otherwise misrepresent your work when they display it.

You'll know when your work changes hands. Information about your work's provenance and subsequent sales will be recorded on a public blockchain.

You grant collectors certain rights to use, display, and resell your work. Learn what collectors can do with your work on the Artist + Collector Rights page.

You'll retain these rights forever. No matter where the future takes us, your rights as the artist are protected in perpetuity.

You can review the full terms and conditions of your rights in the Art Sale Agreement and Terms for Artists and Collectors.

2. COLLECTOR RIGHTS

When you collect an artist's digital edition on Feral File, you have the right to do the following:

Download the work. As a collector, you'll have access to a permanent link where you can download the work's original, full-resolution files and technical details.

Display the work. Using the artist's installation guidelines, you have the right to display the work both privately and publicly.

Be assured of the work's authenticity. Feral File guarantees the provenance of every edition using a public blockchain.

Loan or lease the work. You may grant others the temporary right to display the work.

Resell or transfer the work. You are entitled to transfer your rights to the work to another collector or entity. Keep in mind that if you resell or otherwise receive compensation for the transfer (or loss) of the work, the artist must be paid 10%, Feral File 5%, and MoMA 5% of the amount you receive.

Remain anonymous. While all sales are recorded publicly, you can use an alias to keep your collection private.

Respect the artist's rights. Feral File protects artists by forefronting their rights, just like we forefront your rights as a collector. Learn more on the Artist + Collector Rights page.

You'll retain these rights forever. Your rights are guaranteed in perpetuity until you resell or transfer ownership of the work.

You can review the full terms and conditions of your rights in the Art Sale Agreement and Terms for Artists and Collectors.

The Museum of Modern Art ("MoMA") is a third-party beneficiary of Collector's obligations under the Agreement of Original Transfer of Work of Digital Art and this Collector's Rights Disclosure and shall have the right to enforce Collector's obligations against Collector. COLLECTOR ACKNOWLEDGES THAT MOMA IS NEITHER (A) THE CREATOR, ISSUER OR SELLER OF THE WORK OR DIGITAL PROPERTY, NOR (B) THE OWNER OR OPERATOR OF FERAL FILE OR THE BITMARK BLOCKCHAIN, AND AGREES THAT MOMA AND ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND ITS TRUSTEES, OWNERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT HAVE ANY LIABILITY, AND COLLECTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL CLAIMS AGAINST THEM, WITH RESPECT TO THE FOREGOING.

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