



X Artis Aes

# Terms and Conditions

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5

# Index

Introduction .....	2
1. Glossary .....	2
2. Applicability of and amendments to the Terms and Conditions.....	4
3. General perspectives and concepts .....	5
About the Service.....	7
4. Service Registration .....	7
5. Auctions and Sales .....	9
6. Seller and Artist Fees .....	11
7. Online Auction or Sale procedure .....	12
8. Rules governing sales by Professional Sellers .....	13
9. Lots delivery and acceptance .....	14
10. Payment .....	16
11. Galleries .....	17
12. News and Information .....	17
13. Real Estate.....	18
Rules and Rights.....	19
14. Use of the Service .....	19
15. User Material .....	20
16. Availability and interruption of the Service .....	21
17. Consumers' rights .....	22
18. Intellectual Property Rights .....	24
19. Resale royalties .....	25
20. Database .....	25
21. Notice of alleged unlawful material .....	25
22. Privacy.....	26
23. Liability .....	29
24. Guarantees and indemnifications.....	30
25. Term and termination.....	31
26. Miscellaneous, applicable law and competent court .....	32
Contact.....	33

# Introduction

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Artis Aes Ltd ("us", "we", or "our") operates the <https://artisaes.it> website (the "Service").

This document informs you, the User, of our policies regarding the Service and the choices he or she has associated with it.

These Terms and Conditions of Use (to be referred to below as the 'Terms and Conditions') govern every use of the Service and the Online Platform as defined below. Please read these Terms and Conditions carefully so that the User knows his or her rights and obligations when he or she uses the Service. The User can download and print this document.

Using the Service and the Artis Aes Platform, the Users are bound to the present agreement, regardless of the degree of involvement but with different aspects for the role, that are described here.

## 1. Glossary

In these Terms and Conditions, the terms listed below have the following meaning:

- 1.1. Account: the personal section on the Online Platform containing the personal data and other details that the User has entered or that have been retrieved from the User's social media account(s), which the User creates by registering for the Service and which is administered by the User.
- 1.2. Art Event: in relation with Arts, something that happens, especially when it is unusual or important or in a particular situation, and is notified and presented through the Artis Aes platform.
- 1.3. Artis Aes: Artis Aes Ltd, a private limited company, maintaining a place of business in London, UK, recorded UK Companies House register under number 11555862.
- 1.4. Artist: a person who creates own things which can be considered as works of art and that, in relation with Artis Aes, he can promote by the Artis Aes' web platform.
- 1.5. Artist Gallery (or Gallery): a virtual place that is offered by the Artis Aes platform and that has permanent exhibitions of artworks of a single artist in it.
- 1.6. Award: the fully automated message to the Buyer that he has placed the highest Bid and that he has thereby purchased the Lot.
- 1.7. Bid: the amount that a User offers for a Lot, including VAT and duties due by the Seller, if applicable, exclusive of other expenses.
- 1.8. Buyer: an User who concludes a Contract of Sale with a Seller through the Online Platform.
- 1.9. Buyer's Commission: if applicable, the percentage of the Purchase Price as communicated by Artis Aes on the Online Platform, that the Buyer owes Artis Aes for the use of the Service upon the Award, inclusive of VAT if applicable. NB: *At the moment, Artis Aes does not apply this type of commission.*
- 1.10. Buyer's Expenses: possible expenses, not comprises into the lot hammer price (in case of auction) or the lot price (in case of normal sale), that the buyer must pay for complete the acquisition. Examples are: i) the shipping costs (when not expected into the sale conditions); ii) possible costs for consultancy services asked by the buyer after the awarding.

- 1.11. Club (or Artis Aes Club): organization of the people, who are specifically registered into the Artis Aes platform, and are interested in particular activities or subjects presented into them, and usually meet on a regular basis through them, and receive special services that the other users do not, and pay for the membership.
- 1.12. Client: a user of the Artis Aes platform who receive the platform services as a buyer or a seller or an artist or a club member or an art lover.
- 1.13. Consumer: a User who is a natural person and who uses the sales services or concludes a Contract of Sale as a Buyer for purposes that are unrelated to his trade, business, craft or professional activities.
- 1.14. Contract of Sale: the contract of sale that is concluded through the Online Platform between the Seller on the one hand and the Buyer on the other, with respect to a particular Lot.
- 1.15. Gallery: the same meaning of Artist Gallery.
- 1.16. Good: (here) Artwork or Work of art or Item realized using Art or Item that can be categorized into Artis Aes' art ontology.
- 1.17. Information: all the material and all the information that Artis Aes places on the Online Platform or makes accessible through the Online Platform. Information does not include User Material.
- 1.18. Intellectual Property Rights: any and all intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights in respect of knowhow and performances on par with such rights.
- 1.19. Lot: one or more objects or services that the Seller offers for sale on the Online Platform.
- 1.20. Marketplace (or Web Marketplace, or Online Marketplace): the area into the Artis Aes platform where goods are presented, bought and sold.
- 1.21. News: information about a recently changed situation or a recent event in art world.
- 1.22. Newsletter: one or more documents containing information about the activities, services and connected events that is sent regularly to the registered members.
- 1.23. Online Auction: the online, computer-based and automated auction of Lots by Sellers on the Online Platform.
- 1.24. Platform (or Online Platform or Artis Aes Platform): Artis Aes's digital environment, which enables Users to access the Service using software that Artis Aes has developed and offers, which can be accessed through the Internet via, among others, the website available through [artisaes.it](http://artisaes.it) and other top level domains registered by or on behalf of Artis Aes including any and all subdomains and sub-pages thereof, as well as mobile versions of these websites and any and all software programs and mobile or other applications with which the Service can be used, including on mobile devices such as smartphones and tablets. The Platform is specialized for offering services of: 1) art marketplace, 2) artists galleries, 3) art news and events information, 4) luxury real estate galleries.
- 1.25. Professional Seller: a User who uses the Service to sell Lots in connection with his trade, business, craft or professional activities and has provided Artis Aes with (i) a valid VAT identification number or (ii) if the Seller does not have a VAT identification number, alternative proof that he uses the Service to sell Lots in connection with his

trade, business, craft or professional activities. The user's logo will show its professional/business nature.

- 1.26. Purchase Price: the amount of the highest Bid, which the Buyer owes the Seller.
- 1.27. Reserve Price: the minimum price, which may not be displayed, that the Seller has indicated he wishes to receive for his Lot.
- 1.28. Seller (or Vendor): the User who offers one or more Lots for sale on the Online Platform.
- 1.29. Seller's Commission: the percentage of the Purchase Price as communicated by Artis Aes on the Online Platform, that the Seller owes Artis Aes for the use of the Service, increased by VAT and net of any taxes (such as withholding taxes), duties and levies that may be due, which will be withheld from the pay out of the Purchase Price.
- 1.30. Service: the services that Artis Aes offers on the Online Platform, which appear from and are described on the Online Platform and in these Terms and Conditions, including the service that:
  - 1.30.1. Sellers can use to sell Lots using an online, computer-based and automated auction, and the related supplementary services;
  - 1.30.2. Artists can use to show and promote their artworks and connected events, using an online gallery and related services.For any related supplementary service, such as payment services, provided to the User through the Online Platform, Artis Aes may make use of Third Party Service Providers. The User may be informed about the use of such Third Party Service Providers at any time when using our Service.
- 1.31. Third Party Service Provider: a third party, not affiliated with Artis Aes, that makes certain products, services, applications or websites available to the User through our Online Platform, such as, but not limited to, payment or shipping services. The User's use of such products, services, applications or websites will be governed by and subject to the Terms and Conditions and Privacy Policies of the Third Party Service Provider.
- 1.32. User: any natural person who or legal entity that creates an Account, uses the Service or is active on the Online Platform without registering.
- 1.33. User Material: information on the Online Platform that is provided by Users or that Users make accessible or publish using the Online Platform including – but not limited to – Lots, descriptions of Lots, photographs, specifications, opinions, advertisements, messages, offers and/or announcements.
- 1.34. VAT: value added tax within the meaning of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax and any other taxes of a similar nature.
- 1.35. Vendor: the same meaning of Seller.

## **2. Applicability of and amendments to the Terms and Conditions**

- 2.1. Objective. This agreement ("Agreement") or contract, in form of Terms and Conditions, outlines the terms by which a User may participate in any live or online service or event or portion thereof offered by Artis Aes. By clicking on the buttons of

a service, or submitting a bid online, the User expressly acknowledges that he or she has read, understood and accepted the terms in this Agreement and understands the buy and bid, if accepted by Artis Aes or by the seller, is legally binding agreement.

- 2.2. Scope. These Agreement Terms and Conditions (or Terms and Conditions) govern the user agreement with Artis Aes as well as the use of the online Artis Aes platform. In addition, special conditions can apply for particular situations in the contractual relationship. The User accepts these Terms and Conditions by using the Service, by visiting the Online Platform and/or by accepting this document when creating an Account. The applicability of any other general terms and conditions is excluded.
- 2.3. Official release. The English version of these Terms and Conditions is the original version, any other versions are merely translations. In the event that there is any conflict between the provisions stipulated in the various language versions of these Terms and Conditions, the English version will prevail. Any (legal) terms and concepts used in these Terms and Conditions shall however be interpreted according to UK-England law.
- 2.4. Following modifications. Artis Aes is entitled to amend or supplement the Terms and Conditions at any time by posting the amended Terms and Conditions on our Online Platform. The most up-to-date version of the Terms and Conditions can be found on the Online Platform. Artis Aes will notify the Users by email in the event that an amendment or supplementation will significantly affect Users' rights or obligations or it will bring the changes to Users' attention during their use of the Service.
- 2.5. Modifications acceptance. In the event that the User continues to use the Service after the Terms and Conditions have been amended or supplemented, the User thereby irrevocably accepts the amended or supplemented Terms and Conditions. In the event that the User does not wish to accept the amended or supplemented Terms and Conditions, the User's only option is to stop using the Service and delete his Account.

### **3. General perspectives and concepts**

- 3.1. Functionalities acceptance. The User accepts that the Service and the Online Platform contain only the functionalities and other characteristics that the User finds at the time of use ('as-is basis'). Artis Aes expressly excludes any and all explicit and tacit guarantees, undertakings and indemnifications, of any kind whatsoever, including but not limited to those with respect to the quality, safety, lawfulness, integrity and correctness of the Service.
- 3.2. Functionalities change. The User accepts that the functionalities of the Service and the Online Platform may change.
- 3.3. Seller's responsibilities. Sellers offer Lots on the Online Platform, and Users purchase those Lots directly from Sellers. Artis Aes plays only a facilitating and supporting role, by offering an Online Platform and supplementary services. Artis Aes has no control over or responsibility for the quality, safety, lawfulness or correctness of the Lots that are offered, the Seller's' authority to sell Lots, or the authority or ability of Buyers to purchase Lots.
- 3.4. Artis Aes verifications. Artis Aes reserves the unquestionable rights to carry out sample random checks on the quality and lawfulness of the textual and multimedia contents provided by the clients and to intervene when we think it is necessary.

- 3.5. Technical issues acceptance. The User acknowledges and accepts the special circumstances that may arise in connection with a web service offered by Artis Aes through its platform and the errors that may occur. That includes – but is not limited to – an inability to access the Online Platform in whole or in part, an inability to interact with it or to do so in a timely manner, or breakdowns of or defects in the Online Platform or the underlying hardware, network connections or software. Maintenance work on the Online Platform or on the underlying system also may prevent access in whole or in part or the ability to interact with it in a timely manner. In no event is Artis Aes liable for any damage that the User sustains as a result of such technical problems or other errors.
- 3.6. Partial application. The User acknowledges and accepts that some of the provisions stipulated in these Terms and Conditions may not apply in whole or in part in respect of certain Lots due to the nature of those Lots. In such cases the provisions stipulated in these Terms and Conditions will be interpreted in all reasonableness, in such a way that they apply with respect to the Contract of Sale in question or the Lot in question, whereby the content, intent and spirit of the provision stipulated in these Terms and Conditions will be followed as much as possible.
- 3.7. Amended or supplementary rules acceptance. Amended or supplementary rules other than those stipulated in these Terms and Conditions may apply in respect of the purchase and/or sale of some Lots. Such rules will be stipulated on the Online Platform in respect of the Lot in question as much as possible.
- 3.8. Lots ownership. Notwithstanding any other provision stipulated in these Terms and Conditions, the User acknowledges and accepts that Lots are the property of the Seller and not of Artis Aes. Except some extraordinary cases, no contract of sale will be concluded between Artis Aes and the Buyer, and Artis Aes does not transfer any ownership rights from the Seller to the Buyer.
- 3.9. Ownership guarantees. The sellers guarantee to have the total and unquestionable property of the exhibiting art object. At the same time, the artists confirm that the exhibited works are totally or partially realized by them and that they possess all the rights of exposure.
- 3.10. Terms infringement. In order to secure its own rights and those of other Users, e.g. in the event of a breach of these Terms by a User, Artis Aes will at all times be entitled, at its discretion, to suspend payment of any and all funds of the Users in question, to set-off any claims Artis Aes might have, and if necessary, to freeze any balances that those Users may have related to any account linked to or associated with those Users. Insofar as suspending payments, setting-off claims or freezing funds is regulated by mandatory (consumer) law, Artis Aes may only do so in accordance with such mandatory law.
- 3.11. Restrictions of the service. Restrictions to the use of Artis Aes's Service may apply. For example, we are entitled to restrict an user from creating an Account, and from bidding or selling on the Online Platform if he or she resides in a certain country that is not supported by our third party payment provider or that is not commercially attractive to Artis Aes. Artis Aes is also entitled to restrict its Service if it has sufficient reason to believe that the user does not act in accordance with these Terms and Conditions. The user will be informed about such restriction while using our Service, for example upon bidding or registration.

- 3.12. Countries restrictions. If Artis Aes decides to introduce (further) restrictions to certain countries, it is entitled to off-board Users who reside in the countries to which the restrictions will apply. Of course, we will inform these Users about this. Furthermore, Artis Aes will be entitled to off-board Users who do not act in accordance with these Terms and Conditions and/or, if applicable, the seller policy as can be found on the Online Platform. When off-boarding Users, regardless of the reason, Artis Aes cannot be held liable or responsible for any damages resulted from the User not being able to sell or buy on the Online Platform.

## About the Service

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### 4. Service Registration

- 4.1. It is generally free to visit and view the online marketplace, all offer pages, shops, profiles without registration. Member registration is required for any other functions, particularly, the acquisition of goods.
- 4.2. User types. The user types into the Artis Aes platform are: 1) buyer, 2) seller, 3) artist, 4) editor, 5) club member, 6) real estate client.
- 4.3. Account creation. In order to make optimal use of the Service, the User must create an Account in the manner described on the Online Platform. The User warrants towards Artis Aes that the information that he provides when he creates his Account is complete, truthful and up-to-date. The User must provide a username and password during the registration, which will give him access to the Account.
- 4.4. Completion of Registration. After completing the registration process by filling in the registration template and pressing the appropriate confirmation button, Artis Aes sends a message to the e-mail address given by the applicant in the course of the registration process. The agreement with Artis Aes is only concluded once the applicant accesses the Internet address (link) specified in this e-mail. Input errors can be corrected by the member at any time before saving.
- 4.5. Agreement on the Terms and Conditions. After completion of the registration process, Artis Aes stores these Terms and Conditions agreed with the member and sends it to the member in the contract confirmation sent by e-mail. It is recommended to keep a permanent copy of this e-mail.
- 4.6. Non- transferability of the account. Member accounts are generally non-transferable and may only be used by the member personally.
- 4.7. Member identity. Artis Aes endeavours to accurately determine the identity of our platform registered members, thus we adopt Know You Customer (KYC) policy and ask for verifying the identity of our clients and assessing potential risks of illegal intentions for the service relationship. Our client understands and accepts that, for receiving our services, he must share with us a copy of his or her identity document and his or her proof of residency. All the personal data will be treat in accordance with our privacy policy that is shown below.



- 4.8. Buyer profile. The member account registered into the marketplace is defined as a "buyer profile" and allows the member to make and manage purchases, but not performs sales or open a shop on Artis Aes marketplace. In order to also act as a seller in the marketplace, a separate "shop opening" is required within the profile.
- 4.9. Becoming a seller on Artis Aes. The facility to list lots is exclusively reserved for members who have agreed to the Terms of Use, as well as the current seller conditions. In order to appear on the online marketplace as a seller, the member must log into their own member account with the credentials chosen during registration, then complete the shop registration process by filling in all required fields, and finalize this input by pressing the appropriate confirmation button. The member is obliged to provide complete and correct data for the shop registration process and keep this up to date. The same applies to all information required by law and the information requirements within the Artis Aes platform.
- 4.10. Artist profile. The member account registered into the artists gallery platform is defined as "artist profile" and can buy the artist space for its own virtual art gallery.
- 4.11. Editor profile. The member account registered into the news and events with is defined as "editor profile" and can write contents for that area.
- 4.12. Professional sellers. Sellers who are Professional Sellers are obliged to identify themselves as such when they complete their Account as a vendor . The User accepts that he will be designated as a Professional Seller for all use through that Account. Artis Aes is entitled to change the status of Accounts in the event that it finds reasonable cause to do so, for example in the event that a Professional Seller has not registered as such.
- 4.13. User's duties concerning taxes and regulations. The User is obliged to comply with all applicable tax laws and regulations and in that respect to register in the correct capacity and to provide all required information when registering. The User is fully liable for the consequences of providing any incomplete or incorrect information with respect to his tax position and fully indemnifies Artis Aes against any and all claims brought by third parties, including the tax authorities, and against any and all damage and/or costs that ensue from or are related thereto, and Artis Aes will immediately recover such claims, damage and costs from the User.
- 4.14. Registration under a different name. Users are not permitted to create an Account in the name of another person and/or to provide false information. Users may not log in via third-party services accounts of other persons or allow other persons to log in on behalf of the User.
- 4.15. Registration data and credentials. After successfully registering, a member profile is created under the selected member name. The user can correct and/or change the data entered within this profile themselves at any time. Members are obliged to always keep their registration data correct and up-to-date without being prompted to do so. Changes of first and last name can only be made via Artis Aes customer services. The User himself is responsible for keeping his username and password combination secret. Thus, the User is liable for any and all use of the Service using his username and password and the User indemnifies Artis Aes with respect to any damage that ensues from misuse or use of his username and password. Artis Aes is entitled to assume that the User is the actual party that logs in using the User's username and password.

- 4.16. Entitlement to membership. By registering and agreeing to these Terms and Conditions, natural and legal persons may become members at Artis Aes. There is no automatic entitlement to membership at Artis Aes. Registration of a legal person may only be done by an authorised natural person who must be named. In the event that a community of people can only be effectively represented by several other people, the person acting through Artis Aes as a representative for the legal person community must be duly authorised for this purpose.
- 4.17. Compromised credentials. The User must notify Artis Aes as soon as the User knows or has reason to suspect that a username and/or password has become known to unauthorised parties, without prejudice to his own obligation to immediately take effective measures, such as changing his password.
- 4.18. Age limits. In principle, anyone may register with Artis Aes. However, in the event that the User is younger than 18 years of age, he must have permission to do so from his legal representative(s) (guardian or one or both of his parents). The User warrants, by accepting these Terms and Conditions, that he is in fact 18 years of age or older or that he has received permission from his legal representative(s) to create his Account.
- 4.19. Authentication process change. Artis Aes reserves the right to change the registration and login procedure, the password, the username and/or certain User information in the event that it considers it necessary to do so in the interest of Artis Aes, third parties or the operation of the Service.
- 4.20. User acceptance. Artis Aes reserves the right to deny Users the right to register and take part in an Online Auction and/or to terminate that right unilaterally.
- 4.21. Membership costs. Registration and membership as a buyer are free. Artis Aes only charges sellers' costs (in the form of fees, commission, or other remuneration), artists' membership and club membership.

## 5. Auctions and Sales

- 5.1. Seller registration. The User must enter certain information in his Account, including all the necessary personal data and their proof, in order to be able to sell Lots on the Online Platform.
- 5.2. Lots acceptance. Artis Aes does not prevent a priori the publication of an auction or a sale, but, after publication, during random checks or reports or complaints from third parties, we can claim the modification or cancellation or execute ourselves that the seller should do and do not.
- 5.3. Auction and Sale information. When the Seller offers Lots, he must clearly and comprehensively provide information regarding every Lot being offered. That information must in any event include – but is not limited to – the following materials and information:
- 5.3.1. a correct, complete and accurate description of the Lot being offered;
  - 5.3.2. information about the condition and classification of the Lot, including whether or not it relates to margin scheme goods in the context of the applicable VAT legislation;
  - 5.3.3. one or more clear photographs (max. 6) that accurately represent the current state (including any defects or deficiencies), features and other particularities of the Lot;

- 5.3.4. the Reserve Price if applicable;
  - 5.3.5. an indication of the actual shipping costs or if they are comprised into the price;
  - 5.3.6. whether and subject to what conditions the Buyer can receive assistance after the sale (if applicable) and any guarantees; and
  - 5.3.7. any other terms and conditions related to the offer.
- 5.4. Auctions and sales liability. Artis Aes is neither responsible nor liable towards other Users for the description of Lots, including the Seller's information and statements referred to in the previous article. The Seller accepts that Artis Aes may propose or make changes to and/or supplement the description of the Lot offered. The Seller will be given an opportunity to review the description before the Online Auction or Sale commences, undertakes to make use of that opportunity, warrants that the Lot will be in accordance with the description and indemnifies Artis Aes against any claims brought by the Buyer in connection with the Lot's failure to be in compliance with that description.
- 5.5. Lots ownership and disposability authorization. The Seller guarantees that he is the rightful owner of or is authorized to sell the Lots he offers on the Online Platform and that by offering and selling a Lot he is not infringing any law or regulation, any rights of third parties, including rights from agreement and Intellectual Property Rights, is not acting fraudulent in general or is otherwise acting unlawful and/or fraudulent towards third parties or Artis Aes. The Seller indemnifies Artis Aes against any claims brought by the Buyer or third parties with regard to the legality of the sale of a Lot or related to any violation of this Lot and against any damage and costs related thereto. The Seller also guarantees that the offering and selling of the Lot is a genuine and authentic transaction. More specific the Seller guarantees that the Lot is not offered as part of a fake transaction, enabling the Buyer and/or third parties to transfer an amount and launder the money involved.
- 5.6. Autonomous re-estimate. In some cases, Artis Aes will (automatically) provide value estimates with respect to certain Lots. Artis Aes does not guarantee that such estimates will be correct and thus it does not accept any liability whatsoever in the event that Lots turn out to be worth more or less. Artis Aes may refuse to include a Reserve Price for a particular Lot.
- 5.7. Description translation. Artis Aes is entitled to have the texts with respect to a particular Lot translated so that the Lots can also be offered in other countries. Artis Aes may, at its discretion, dissolve the Contract of Sale on behalf of a User that has been demonstrably negatively affected by a translation error, if no other solution with the User is found. Such is the User's sole remedy.
- 5.8. Translation errors. In case Artis Aes is informed about an incorrect Lot translation while the it is still in auction, Artis Aes may, at its own discretion, adjust the Lot description or remove the Lot from the Auction.
- 5.9. Translation liability. The previous two articles will only be applicable in the event the lot description was translated manually by Artis Aes. Artis Aes does not accept any liability whatsoever for any errors in the texts as a result of machine translations. The possibility to have the lot description translated automatically may be found on the browser used for the navigation.
- 5.10. Lots removability. The Seller may withdraw Lots until the time at which they have been published on the Online Platform and are visible to other Users. After that time, the

Seller no longer will be permitted to change the conditions attached to the offer. In the event that, notwithstanding the foregoing, a Lot is nonetheless removed from the Online Auction at the Seller's request, the Seller will be fully liable for any damage caused thereby. Upon first request of Artis Aes, the Seller will (prior to possible removal of the Lot from the auction) provide documents, files or other forms of proof of the facts stated to be the reason for his request for removal. Only after having received sufficient proof, Artis Aes may, at its discretion consult the highest bidders and remove the lot from the auction.

- 5.11. Other conditions. Other conditions and admission and/or statutory age requirements may apply in respect of the purchase and sale of certain Lots (i.e. in case of antique weapons). Users are obliged to comply with them.
- 5.12. Exclusive offers. The Seller will offer the Lots exclusively on the Online Platform and therefore he will not (or no longer will) offer them through other sales channels. The Seller will remove Lots from other websites, including auction platform, online marketplaces and its own or others' web shops.

## 6. Seller and Artist Fees

- 6.1. Fees. Artis Aes charges sellers and artists fees for individual acts of usage and services provided by Artis Aes. These fees are in the form of "listing fees", "sales commissions" or "other remunerations". The level of fees is agreed upon between the seller and Artis Aes and is based on Artis Aes's current price list.
  - 6.1.1. Listing fees: the fees apply for listing offers (in auctions and sales) or on the single artist's gallery; during the service order, they are immediately displayed and are identified directly and are confirmed by the seller or the artist by clicking the button for executing the order.
  - 6.1.2. Sales commission: Artis Aes charges a sales commission for the successful sale of an article, which is due immediately upon conclusion of the sales contract. In the case of legitimate cancellation by the buyer, Artis Aes will refund the sales commission to the seller in full.
  - 6.1.3. Other remunerations: Artis Aes charges the seller or the artist for extra consultancies we offer them on demand.
- 6.2. Optional services. In addition, Artis Aes offers optional services for a separate fee. The costs for these can be viewed on a price list and are specifically referred to when booking them.
- 6.3. Charges change. Artis Aes can change the charges on the price list at any time. General price changes are communicated to members prior to their coming into effect.
- 6.4. Total remuneration. The total remuneration due and applicable fees in individual cases are agreed on between the seller and Artis Aes when listing an offer. This offer-related fee may be changed only by mutual agreement.
- 6.5. Costs recovery prohibition. The seller is expressly prohibited from charging their own fees or recovering Artis Aes's fees from the buyer or demanding these from the buyer.
- 6.6. Invoices. Invoices are sent via e-mail as a PDF to the seller's given e-mail address. Invoices can also be viewed within the seller's and artist's profile.

- 6.7. Invoice payment. Sellers and artists must pay the invoice by the Stripe service or by money transfer. Whatever the method, the invoice is payable in each case by the given due date.
- 6.8. Failed payment. Artis Aes will inform the seller or artist by e-mail about the fee due after failed debt collection, as well as the amount of the return debit charges incurred, stating a deadline for settlement of all sums payable.
- 6.9. Fees circumvention. The seller is prohibited from circumventing fees or preventing compensation by making reclaims in bad faith. Upon establishing circumventing or bad faith remuneration prevention, Artis Aes is entitled to demand the missing remuneration jointly from all participating sellers as damages; further claims remain unaffected.

## 7. Online Auction or Sale procedure

- 7.1. Auction or sale completeness. Users are obliged to comply with any and all reasonable directions and instructions with respect to an Online Auction that are given by or on behalf of Artis Aes. Artis Aes will decide what will be done in the event that situations arise in respect of an Online Auction that are not provided for in these Terms and Conditions and/or in the event that a dispute between Users or other irregularities arise.
- 7.2. Artis Aes role. Artis Aes is entitled at all times, before, during and after an Online Auction or Sale, to make it temporarily or permanently impossible for Users to offer and bid on Lots.
- 7.3. Bid removal. Artis Aes is, at its own discretion, entitled to remove a bid in a running Online Auction if it deems this necessary, e.g. in the event of possible abuse or fraud and in the event of an obvious mistake by the bidder.
- 7.4. Deposit. Artis Aes is entitled to stipulate as a condition in respect of certain Online Auctions or Lots (or categories of Online Auctions or Lots) and/or in respect of Bids starting at certain amounts that Users must deposit with Artis Aes a certain amount, to be determined by Artis Aes, or provide another form of security for payment.
- 7.5. Currencies. It may be possible to bid on Lots in different currencies. Bids will be shown on the Online Platform, rounded off to whole currency units. That may affect the amount of the minimum bidding increments.
- 7.6. Exchange rate. At the start of each Online Auction, the exchange rates that will apply for the sale of the Lots in the Online Auction in question will be set at the exchange rate that applies at the time at which the Online Auction commences. Thus, each Bid that is made during the Online Auction will be made at the fixed exchange rate.
- 7.7. Exchange variations. Sellers accept that they may be paid a lower (or higher) Purchase Price in their own currency than they would have received in the event that the exchange rate at the time at which the Online Auction closed or the time at which the Purchase price is paid out had been applied.
- 7.8. Bid ownership. Every Bid will be deemed to have been made by the person whose Account was used to make the Bid. Thus, the User is always bound towards the Seller by the Bids that are made using his Account, even if a third party makes Bids using his Account.

- 7.9. Reserve price. The Buyer acknowledges and accepts that in the event that a Reserve Price has been set by the Seller, no Contract of Sale will be concluded in the event that the highest Bid is lower than that Reserve Price.
- 7.10. Bid nature. Except in cases in which a User acts as a Consumer and purchases a Lot from a Professional Seller and the exceptions to the right of revocation stipulated in the following Customers' Right section do not apply, and except in specific situations that will be stipulated with the Online Auction in question, a Bid that has been made will be unconditional and irrevocable. The User may not invoke any typographical errors or mistakes.
- 7.11. Bids on own Lots. The Seller is not permitted to make a Bid on Lots that the Seller is offering himself and/or to instruct other persons to make such a Bid.
- 7.12. Automatic conclusion. The Contract of Sale will be deemed to have been concluded as a result of the automatic Award. Artis Aes is not a party to the Contract of Sale.
- 7.13. Supplementary conditions. Supplementary conditions that apply with respect to offering Lots and/or making Bids may be stipulated on the Online Platform and/or in messages and/or emails from Artis Aes.
- 7.14. Conclusion of contracts between members. Lots being made available in the marketplace constitute a binding offer to conclude a contract on the part of the respective seller. The contract is concluded when a buyer has gone through each step of the ordering process and has finished by pressing the "agreement to pay for the order you are placing" button. Thereafter, the buyer receives an automated, system-generated confirmation e-mail from Artis Aes. The buyer is obliged to pay the total price within seven (7) days of receipt of confirmation of the sale, unless the parties to the purchase agree to different arrangements. Artis Aes is not involved in the conclusion of agreements between members and does not provide any guarantees on the condition of goods and services offered by members. The providers of goods and services are solely responsible for the description of the goods they offer.
- 7.15. Obligations of the seller. The seller is obliged to offer only goods or services that do not contravene applicable law, third party rights, morals, and the Artis Aes rules about use of the online marketplace. This also applies in the case of cross-border trade in compliance with the respective national regulations. In addition, the seller is obliged in principle to hand over or assign the goods offered within the designated delivery time, unless the parties to the purchase agreement have agreed to the contrary. The seller acting commercially is also obliged to clearly identify and comply with all relevant legal information obligations. Any of the seller's own terms and conditions used in their shops may not be in conflict with these or others laid down by Artis Aes and accepted by the sender.

## **8. Rules governing sales by Professional Sellers**

- 8.1. Explicit professional explicit identification. The Seller is obliged to truthfully state whether or not he is offering Lots in a professional capacity. In the event that the Seller is not acting in a professional capacity, he is obliged to indicate that he is a 'private Seller'. Professional Sellers are obliged to register as such and to provide Artis Aes with



a valid VAT identification number or, if the Seller does not have a VAT identification number, alternative proof to the satisfaction of Artis Aes that he uses the Service in carrying out a trade, business, craft or professional activities.

- 8.2. Contract withdraw. In the event that the Seller is a Professional Seller, he acknowledges and accepts that in certain cases Consumers who reside in a country within the European Economic Area will be entitled to withdraw the Contract of Sale within the statutory term stipulated in that respect. The Seller will fully cooperate therewith in the manner indicated by Artis Aes.

## 9. Lots delivery and acceptance

- 9.1. Seller's sending responsibility. Unless the Buyer and the Seller have agreed that the Buyer will collect the Lot, the Seller is responsible for sending and delivering the Lot to the Buyer in accordance with the Contract of Sale and conditions that the Seller communicated in advance.
- 9.2. Seller's duties. The Seller is obliged to deliver the Lot to the Buyer to whom it has been Awarded, subject to the description and the conditions stipulated by the Seller when the Lot was listed and without prejudice to the provisions stipulated in the section articles on *Consumer's rights*. The Seller is obliged to send the Lots sold to the Buyer, carefully packaged, within three (3) business days after the Seller has received confirmation of payment from Artis Aes, unless the parties have agreed that the Lots will be collected. In the event that the shipping costs are less than the amount indicated in the Online Auction, the Seller will be obliged to refund to the Buyer any excess shipping costs that the Buyer has paid.
- 9.3. Shipment. The Seller is obliged to ship the lot from the address as stated in his Account. If the Seller ships the Lot from a different address, they shall indemnify and hold the Buyer harmless from any costs suffered by the Buyer (such as, but not limited to, import taxes and levies) that would not have been suffered by the Buyer if the Lot had been shipped from the address stated in the Seller's Account. The Seller may only change the status of the shipment after the Seller has actually shipped the Lot or after the Buyer has actually picked up the Lot.
- 9.4. Transport services. All Lots sold must be sent using a Track & Trace services. Furthermore, we strongly recommend using registered and/or insured transport. The Seller will bear the risk of damage to and/or loss of the Lots during shipment.
- 9.5. Delivery location. The address that the Buyer has indicated will be deemed the delivery location.
- 9.6. Delivery proof. Artis Aes is entitled to deem the signature for receipt and/or Track & Trace delivery confirmation at the delivery location to be proof of receipt by the Buyer. The Seller accepts that Artis Aes is entitled not to accept any other proof of receipt. This provision does not in itself grant any rights to the Seller. If a Lot does not arrive properly, the Buyer and Seller are obliged to cooperate in an investigation by the transport agency in the event they fail to reach a solution amongst themselves. A running investigation does not prejudice the right of Artis Aes to decide whether the Purchase Price will be refunded to the Buyer or will be paid on to the Seller.
- 9.7. Delivery failure. In the event that the Seller fails to properly, completely and timely comply with his obligation to deliver on the ground of this section articles, even after

he has been given proper notice of default, the Seller will be in default and the Buyer will be entitled to dissolve the Contract of Sale. Without being obliged to do so, Artis Aes may send the notice of default and the notice of dissolution to the Seller on behalf of the Buyer. In that context, the Seller's obligations will include compensating the Buyer's damage, without prejudice to any other right; in which case the Seller, not Artis Aes, will be obliged to reimburse the Buyer with any Purchase Price that it has already received.

- 9.8. Seller's commission liability. Dissolution of the Contract of Sale as a result of the Seller's failure to comply with his obligation to deliver (which includes, but is not limited to, failure to deliver a Lot in accordance with the lot description) will not affect the Seller's liability to pay the Seller's Commission. In such event the Seller will be liable for any and all damage and costs that Artis Aes sustains and/or incurs as a result, which in any event will be equal to the amount of the Buyer's Commission and Expenses that Artis Aes has missed out on. Moreover the Seller will forfeit to Artis Aes an immediately payable penalty of 15% of the Purchase Price, with a minimum of £ 1,000 (one thousand pounds). The penalty is not subject to (judicial) mitigation. Artis Aes will be entitled to set off this amount against any Purchase Price to be paid out to the Seller.
- 9.9. Buyer's delivery acceptance. The Buyer will be obliged to accept delivery or agree on pick-up of the Lot within the term stipulated on the Online Platform. In the event that no term is indicated or agreed, the Buyer will be obliged to accept delivery of or pick-up the Lot within a reasonable term; in no event will that term exceed four weeks (as from the day on which the Online Auction in question closed).
- 9.10. Buyer's costs duties. In the event that the Contract of Sale is dissolved due to the Buyer's failure to comply with his obligations to accept and cooperate with delivery or pick-up, that will not affect the Buyer's liability to pay the possible Buyer's Commission and other expenses (i.e. demanded consultancies). In such event, the Buyer will be liable for any and all damage and costs that Artis Aes sustains and/or incurs as a result, which in any event will be equal to the amount of the Seller's Commission that Artis Aes has missed out on. Moreover, the Buyer will forfeit to Artis Aes an immediately payable penalty of 15% of the Purchase Price, with a minimum of £ 1,000 (one thousand pounds). The penalty is not subject to (judicial) mitigation. Artis Aes will be entitled to set off this amount against the Purchase Price to be refunded to the Buyer.
- 9.11. Special rules and conditions. Notwithstanding the provisions stipulated in the following section articles, the Buyer acknowledges and accepts that special rules and/or conditions may apply with respect to the import of Lots in connection with a cross-border Contract of Sale, including – but not limited to – customs duties, VAT, import levies and clearing charges. The Buyer must take note of such rules before the Contract of Sale is concluded. The Buyer will be obliged to pay any and all additional costs in this regard.
- 9.12. Complaints and disputes. Any complaints and disputes between the Seller and the Buyer must be reported to Artis Aes as quickly as possible. Although, in principle, the Buyer and the Seller must resolve disputes between themselves, if necessary Artis Aes will make reasonable efforts to mediate between the Seller and the Buyer. In the event that the Seller and the Buyer are unable to agree on a solution and Artis Aes is still in possession of the Purchase Price, the Seller and the Buyer hereby accept that Artis Aes



will have the final say and may decide whether the Purchase Price will be refunded to the Buyer or will be paid on to the Seller. In that context Artis Aes will not be liable to compensate any damage or pay any other compensation to the Buyer or the Seller. Artis Aes is not a party to any dispute.

## 10. Payment

- 10.1. Buyer's duties. After the Online Auction has ended, the Buyer must pay the Purchase Price and (if it applies) the Buyer's Commission and Expenses on the basis of the payment instructions. The Buyer must ensure that all amounts are received net, and he is therefore responsible and liable for any costs (such as bank costs), taxes (such as withholding taxes), duties and levies due by him. The Buyer guarantees that he does not buy the lot as part of a fake transaction, enabling him and/or third parties to transfer the entire or partial Purchase Price and launder the money involved.
- 10.2. Payment failure. In the event that the Buyer fails to pay the Purchase Price and the Buyer's Commission in accordance with the payment instructions, he will be in default towards Artis Aes and the Seller automatically, without any notice of default being required. As from the time at which the Buyer is in default, he will owe interest at the statutory commercial interest rate.
- 10.3. Buyer's expenses duties. Dissolution of the Contract of Sale as a result of the Buyer's failure to comply with his payment obligation will not affect the Buyer's liability to pay the possible Buyer's Commission and expenses (i.e. demanded consultancies).
- 10.4. Buyer's costs liability. In the event of dissolution as a result of the Buyer's failure to comply with his payment obligation, the Buyer is liable for any and all damage and costs that Artis Aes sustains and/or incurs as a result, which in any event will be equal to the amount of the Seller's Commission that Artis Aes has missed out on.
- 10.5. Buyer penalty. Moreover, in the event of dissolution as a result of the Buyer's failure to comply with his payment obligation, the Buyer will forfeit to Artis Aes an immediately payable penalty of 15% of the Purchase Price, with a minimum of £ 1,000 (one thousand pounds). The penalty is not subject to (judicial) mitigation.
- 10.6. Payment. The Purchase Price will be paid out to the Seller (after deduction of the Seller's Commission) only after the Buyer has paid the Purchase Price and the Buyer's Commission and the Seller has shipped the Lot or the Lot has been picked up by the Buyer in accordance with the section articles *Delivery and acceptance of the Lots*. Payment may be suspended, in particular in the event that the Buyer has given notice of a dispute due to, e.g., alleged damage to or nonconformity of the Lot.
- 10.7. Payment processing services. Payment processing services on the Online Platform are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By selling on Artis Aes, The User agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. Payment of the Sellers may depend on Sellers filling in all details required by Stripe, such as date of birth and, in the event of a Professional Seller, a company registration number. If Stripe blocks a payment in accordance with the Stripe Services Agreement, Artis Aes is entitled to cancel the Purchase agreement and refund the Buyer. In those cases, Artis Aes cannot

be held liable or responsible for any damages related to the cancellation of the Purchase agreement.

## 11. Galleries

- 11.1. Structure of the Gallery. The Gallery is composed of successive contents, all related to a single artist, each (content) composed of a title, a publication date, a text article and a gallery of images with a title (previewable and full-page). The entire gallery is composed by a single page and is accessible through the Artist's category or through the search form.
- 11.2. Role of the Artist. The Artist is a customer of the Service. He or she is aware that the Gallery has only the purpose of visibility and promotion of his or her artistic activity and aggregation with other artists. He or she is also aware that Artis Aes is not responsible for the copyright and exhibition rights that are attributed in full to the same artist.
- 11.3. Showcase and sale of artworks. The Gallery is in not a sales tool for the User of Artis Aes. If the artist wishes to sell his own artwork, he must proceed with its insertion in the sales area of the Artis Aes platform.
- 11.4. Payment for the Gallery. The publication of the Gallery has an anticipated annual cost, the value of which is published in the list of services of Artis Aes.

## 12. News and Information

- 12.1. Purpose. The News and Information area of the Artis Aes Platform provides cultural dissemination services for the users and especially for the members of the Artis Aes Club. This area has no claim or structure of a newspaper, nor does it have any periodicity of updating and communication to users.
- 12.2. Contents. The contents in the area are distinguished between content for the promotion of events and information content. The latter are further distinguished and structured between thematic content and information with a geographical location.
- 12.3. Role of Artis Aes. Artis Aes collects information from the network, that are presented in form of links, summaries or complete reproductions. Sometimes, content written by Artis Aes is presented, which in any case represents a minimum part of the entire information system. Artis Aes, proposing content published on other websites, takes care to receive in advance the necessary authorizations.
- 12.4. Role of the editors. The editors of Artis Aes carry out their publishing activities on a voluntary and unpaid basis. Exceptions to this last condition are possible and, in extraordinary cases, Artis Aes may decide to contract the thematic consultancy report against payment. In any case, Artis Aes performs the function of agreed verification and moderation of the contents.
- 12.5. Services for members of the Artis Aes Club. Members of the Artis Aes Club have access to reserved information, both of an informative nature and, especially, for the purpose of knowledge and participation in artistic events organized ad hoc.

## 13. Real Estate

- 13.1. Purpose. The Real Estate platform of Artis Aes has the sole purpose of displaying prestigious properties on the market, often related to the presence and enhancement of works of art for which Artis Aes is interested. The exhibition is established within the framework of specific agreements between Artis Aes and real estate agencies specializing in the field of fine properties and promotion and sale of related assets.
- 13.2. Role of Artis Aes. Artis Aes does not play any role of real estate brokerage. The Artis Aes platform, through its dedicated area, offers only the functions of showcase of properties on the market and properly chosen in agreement with real estate agencies with which the same Artis Aes is in special partnership. In addition, the platform is able to receive expressions of interest from users in relation to their specific needs. These expressions of interest are forwarded to the real estate agencies with which Artis Aes is in partnership and which will deal with the mediation process.
- 13.3. Role of the real estate agency. The single real estate agency is responsible for the availability on the market, the textual and photographic contents and for the whole mediation process connected to every single property advertisement it provides. When inserting the property, the agency relieves Artis Aes of any responsibility for the property's advertising and copyrights of the text and multimedia contents provided. If mediation is successful, even if it does not use the functions of collecting expressions of interest, the agency is still required to pay to Artis Aes the fee previously agreed.
- 13.4. Customer relations and sales. In the case of properties whose existence, enhancement and placing on the market derives from a consulting relationship of Art Banking, or when the need for this type of service is reported by the real estate agency, Artis Aes has relationships with the owner, which, however, do not turn into real estate brokerage. In the case of clients who approach Artis Aes as part of Art Advising services that extend with the search for a property or real estate agency clients who request these services, Artis Aes may have consulting relationships with them. In all other cases Artis Aes has no direct relationship with the property owners or their clients. The functions of subscribing to the newsletter and sending periodic reports to subscribers are also envisaged. of real estate and related events
- 13.5. Selling commissions. If a property included in the Real Estate area of Artis Aes is sold by the real estate agency that advertised it, Artis Aes has the right to collect the percentage of the commission that has been agreed in relations with that agency, a percentage that will also take into account the presence of several intermediaries or other predetermined contexts.
- 13.6. Termination of the contract. Both Artis Aes and the single agency have the right to withdraw from this agreement. The rights relating to individual properties published in any case will not expire before six months from the withdrawal. The publication of the same properties may last up to three months from the withdrawal, in the sole discretion of Artis Aes.

# Rules and Rights

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## 14. Use of the Service

- 14.1. User's obligations. Each use of the Service and the Online Platform is for the risk, account and responsibility of the User.
- 14.2. User Material guaranties. By placing User Material on the Online Platform or making it available via the Service, the User guarantees that:
  - 14.2.1. He is authorised to do so and entitled to grant the rights to Artis Aes as referred to in these Terms and Conditions.
  - 14.2.2. The User Material that he makes available:
    - 14.2.2.1. Is not misleading;
    - 14.2.2.2. Is not discriminatory with regard to appearance, race, religion, sex, culture, descent or otherwise offensive, does not call for violence against and/or the harassment of another person or other people and, in Artis Aes's opinion, is not in conflict with public morality or good taste, is not violent, does not contain a link to pornographic material or pornographic websites and does not promote committing illegal activities;
    - 14.2.2.3. Does not contain the personal data of others;
    - 14.2.2.4. Does not consists of chain letters, junk mail or spam and does not contain links to websites, commercial or otherwise;
    - 14.2.2.5. Cannot have a negative effect on the reputation or good name of Artis Aes and its affiliated companies and/or its directors;
    - 14.2.2.6. Is not in conflict with any laws or regulations or with these Terms and Conditions, does not infringe any rights of third parties, including rights from agreement, Intellectual Property Rights, privacy rights or is otherwise unlawful towards third parties or Artis Aes; and
  - 14.2.3. Artis Aes will not be obliged to perform any payment, taxation, levy or deduction of any nature whatsoever to anyone as a result thereof, including to persons or parties whose work, model, brand or performance is included in the User Material, including to collective rights organisations.
- 14.3. Legal requirements of other countries and compliance. Artis Aes points out that content on the online marketplace is in principle available worldwide and therefore the legal requirements of other countries must be respected. In using the Service, the User is obliged to comply with all applicable national, European and international regulations - including but not limited to - in respect of his activities with regard to the bidding on, offering, purchasing and selling of Lots via the Online Platform.
- 14.4. Users' prohibitions. Users are prohibited from using malicious technologies that may harm the online marketplace, or bring about an excessive burden on the marketplace, it's members or third parties. They are also prohibited from publishing content which may compromise the integrity, stability or availability of the marketplace.
- 14.5. User's usage guaranties. In using the Service, the User guarantees that he:

- 14.5.1. Will not circumvent or manipulate the Online Platform and the payment process, such as by directly contacting other Users or third parties to conclude a purchase agreement outside of Artis Aes. On breach of this provision all Users involved in such circumvention or manipulation are severally liable for all damage and costs incurred by Artis Aes as a result, which in any case includes the amount in Buyers' and Sellers' Commission Artis Aes missed out on if the Lot has been sold;
- 14.5.2. Will not use viruses, Trojan horses, worms, bots or other software or technical tools that can damage the Service or the Online Platform, or can make the Service or Online Platform inaccessible or are intended to circumvent technical protective measures;
- 14.5.3. Will perform no actions that put an unreasonable and/or disproportional strain on the infrastructure of the Service and/or that can hinder the functionality of the Service;
- 14.5.4. Will perform no actions that manipulate or impair Artis Aes's review system;
- 14.5.5. Will not use applications that monitor the Service and/or copy parts of the Service.
- 14.6. User's penalties. The User owes an immediately payable penalty of £ 1,000 (one thousand pounds) to Artis Aes for each breach of the previous article and for each day, including part of the day, that such a breach continues, without prejudice to Artis Aes' right to recover the actual damage.
- 14.7. All technical means that are required to use the Service, including - but not limited to - hardware and an internet connection, as well as the costs of the use thereof, will be fully for the account of the User.

## 15. User Material

- 15.1. Intellectual Property Rights on the User Material. The User grants Artis Aes all necessary rights to their content on the online marketplace for the purposes of fulfilling the agreement. This especially covers the right to reproduce, distribute, make available to the public or edit a member's content for the purpose of providing the services. Depending on the uploaded content, all the User's content can be used, even after termination of the service. Furthermore, the User grants Artis Aes the right to use the member's content in online marketplace advertising or individual offers, including for internet advertising (including affiliate advertising, eCards, etc.), print advertising and/or TV commercials. Artis Aes is entitled to reproduce the User's content for that purpose, to distribute it, make it publicly available, adapt or broadcast it, and/or to make visualisations available to the public. This right to advertise ends when membership of the User in question is terminated. However, Artis Aes has the right at this point to use already produced or existing advertising media for a transitional period of at least 6 months. These rights are granted by the User to Artis Aes as simple, geographically unlimited and free rights of use. The rights granted may be assigned and sub-licensed by Artis Aes to third parties if there are no overriding legitimate interests of the member.
- 15.2. Artis Aes' rights. Under the aforementioned licence, the User grants Artis Aes, among other things, but without exclusion, (I) the right to (automatically) translate his User

- Material (or have it translated), (ii) the right to print and/or use his User Material in (social) media and (iii) the right to use his User Material for promotional purposes.
- 15.3. User Material moral rights, responsibility and accountability. The User
- 15.3.1. hereby waives his moral rights to User Material, in so far as applicable and in so far as possible;
- 15.3.2. understands and accepts that he is responsible and accountable for User Material he places on the Online Platform or makes using the Service;
- 15.3.3. understands and accepts that Artis Aes is under no obligation to check or (re)view User Material of other Users. Artis Aes has no knowledge of the contents of such User Material and is therefore not responsible and/or accountable therefor;
- 15.3.4. understands that, if he or she is of the opinion that certain User Material is unlawful, he or she can report this to Artis Aes.
- 15.4. Content removal. Artis Aes retains the right to remove User Material from the Online Platform, to shorten it or otherwise change it if it sees reason to do so, without accepting any responsibility or liability for its contents, without being held liable for any damage and without being obliged to pay any compensation. This Article does not affect Artis Aes's other rights and remedies and Artis Aes retains the right to take other (legal) measures, including - but not limited to - providing the User's personal data to third parties.

## 16. Availability and interruption of the Service

- 16.1. Service availability. Marketplace availability is not guaranteed. Maintenance performed on the online marketplace may have an impact on its availability. When possible, maintenance work will be carried out so minimal inconvenience is caused to members. Routine or planned maintenance work will be carried out at times of low use and with sufficient notice if it is to be of significant duration. In addition, it may be necessary to carry out maintenance work without notice, for instance in cases of unforeseeable events. The same applies to performance or other tests in connection with the further development and improvement of the online marketplace. Thus Artis Aes does not guarantee that the Service and all parts of the Service and/or the Online Platform are at all times available and without interruptions or failures. Failures in the Service can occur, but not exclusively, as a result of failures in the internet or telephone connection or due to viruses or faults/defects. Artis Aes is in no way liable or liable for compensation towards the User for any damage resulting from the (temporary) inaccessibility or (interim) failure of the Service and/or the Online Platform.
- 16.2. Change management. Artis Aes is at all times authorised, without prior notice, to make procedural, technical, commercial or other changes and/or improvements to the Service and/or the Online Platform, to put the Service and/or the Online Platform (temporarily) out of operation and/or to limit the use of the Service and/or the Online Platform if this is necessary in its opinion, for example in the context of reasonably necessary maintenance to the Service and/or the Online Platform.



## 17. Consumers' rights

- 17.1. Buyers' rights - Consumer Rights Act 2015. The buyer is entitled to goods that are:
- 17.1.1. as described
  - 17.1.2. of satisfactory quality
  - 17.1.3. fit for their purpose, including any specific purpose made known to the seller
  - 17.1.4. disposable to be sold (for example, not stolen or still on hire purchase)
- 17.2. Failed standard compliance. If the goods fail to meet these standards when a consumer receives and inspects them, or within the first 30 days after delivery, they can reject them. When a consumer rejects goods, they can claim a full refund, including all postage costs, plus compensation for any other reasonable losses they incur.
- 17.3. Exemptions. In the following cases, the right to cancel does not apply:
- 17.3.1. good of second-hand if sold from a private seller
  - 17.3.2. where the buyer meets the seller in person (for example, to view the good before agreeing to buy)
  - 17.3.3. good whose price fluctuates with financial markets (for example, gold coins whose value is based mainly on the weight of metal in them)
  - 17.3.4. good made to the buyer's specification
  - 17.3.5. personalised good
  - 17.3.6. perishable good
  - 17.3.7. where the good becomes mixed inseparably with other goods after delivery
- 17.4. Withdrawal rights. A Buyer normally has the right to cancel the contract and claim a refund without giving any reason at all. The right is provided because, in distance contracts, there is no opportunity to examine goods before they are delivered. The buyer can cancel, at the latest, 14 days after he receives the goods. If the seller provides the required cancellation information late, the cooling-off period of 14 days starts when the consumer receives that information, or after twelve months, whichever is the sooner.
- 17.5. Withdrawal right exercise. In the event that the Buyer exercises the statutory right of withdrawal in accordance with the previous articles, the Buyer must give notice of withdrawal within the cooling-off period using the model withdrawal form which can be accessed using the web form on the Artis Aes website or in another unequivocal manner (i) to the Seller, in the event that the Buyer has the Seller's details at that time, or (ii) if that is not the case, to Artis Aes, which will attempt to effectuate the withdrawal on behalf of the Professional Seller. Receipt of the notification will be confirmed. Artis Aes will notify the Professional Seller of the withdrawal if the situation referred to in subsection (ii) applies. In any case, the seller must be careful not to restrict the buyer's ability to use the Artis Aes platform again.
- 17.6. After the first 30 days. After the first 30 days, or if the buyer chooses within that period, the buyer can require the seller to repair or replace goods that do not meet the required standard. If repair or replacement are impossible or inappropriate, or if the seller's first attempt to repair or replace is unsuccessful, the buyer is then entitled to claim a part or full refund and/or compensation for their losses. The buyer's rights against the seller remain in force throughout the reasonable life of the goods, and a buyer can make a claim through the courts up to six years after purchase in England

and Wales (in Scotland this time period is five years after discovering a fault). This is often longer than a manufacturer's guarantee period. See 'The sale & supply of goods' for more information.

- 17.7. Business buyers. Under the Sale of Goods Act 1979, business buyers can expect essentially the same standards as buyers (the Consumer Rights Act 2015 only applies to business-to-consumer transactions). However, a business buyer cannot reject goods if the breach is slight and rejection would be unreasonable. The law does not give business buyers a specific right to claim a repair or replacement, but in many cases this will be a mutually satisfactory outcome.
- 17.8. Goods damaged in transit. In case of a sale to a private buyer, the seller is responsible for the risk of loss or damage in transit until the goods are delivered. If the seller wishes to take out postal insurance, this is his or her responsibility, not the buyer's. Postal insurance should therefore not be offered to buyers at an extra charge. In case of a sale to a business, they are responsible for the risk of loss or damage to the goods as soon as ownership passes to them. This normally happens when payment is made, so the seller may opt to offer postal insurance to business buyers and to make an extra charge for this. In this case, if the seller does offer postal insurance, the buyer will expect the Vendor to make any claim on their behalf when the goods are lost or damaged.
- 17.9. Buyer dissatisfied. If the buyer says that there is a problem with the goods, the seller should consider whether their claim is justified. If it is, he must try to resolve the matter promptly. If the seller believes that the claim is unjustified, will contact the buyer and explain why. If the buyer is not satisfied with the seller response, or if the seller cannot agree a solution between them, the buyer may claim under the Artis Aes platform. If the buyer has used a debit or credit card, he may ask the card issuer to obtain a refund by processing a chargeback.
- 17.10. Cooling-off period. The cooling-off period stipulated in the previous articles will enter into effect on the day after the Buyer, or a third party whom the Buyer has designated in advance (who may not be the transporter), has received the Lot or:
  - 17.10.1. in the event that the Lot is delivered in more than one shipment: the day on which the Buyer or a third party whom he designates has received the last shipment;
  - 17.10.2. in the event that the delivery of a Lot consists of various shipments or parts: the day on which the Buyer, or a third party whom the Buyer designates, has received the last shipment or the last part; or
  - 17.10.3. for agreements with respect to regular delivery of Lots during a set term: the day on which the Buyer, or a third party whom the buyer designates, has received the first Lot.
- 17.11. Special care in the cooling-off period. The buyer is obliged to handle the Lot and the packaging with all due care during the cooling-off period. The buyer will unpack or use the Lot only to the extent necessary to determine the characteristics and the operation of the Lot. In this context, the underlying principle is that the Buyer may handle and inspect the Lot only as the Buyer would in a shop.
- 17.12. Lot value decrease. The Buyer will be liable only for any decrease in value of the Lot that is caused by handling the Lot in a manner that extends beyond the manner permitted in accordance with the previous article.



- 17.13. Lot back to the seller. The Buyer must send the Lot back to the Seller, or he must hand over the Lot to the Seller personally, as quickly as possible, but in any event within 14 days after the notification referred to in the previous articles, unless the Seller has offered to collect the Lot.
- 17.14. Lot original condition and packaging. The Buyer must return the Lot together with all the related accessories that have been delivered, if possible in the original condition and packaging, and in accordance with the reasonable and clear instructions given by or on behalf of the Seller.
- 17.15. Sending back cost. The Buyer bears the direct costs of sending back the Lot.
- 17.16. Purchase Price reimbursement. In the situation referred to in the previous *withdrawal right exercise* article (ii), and insofar the Seller has not been paid out yet, the Purchase Price will be reimbursed to the Buyer, including any delivery costs, but only after the Professional Seller has received the Lot in original condition. In the event that the Purchase Price has already been paid out to the Professional Seller and/or in the situation referred to in the previous *withdrawal right exercise* article (i), the Professional Seller will be obliged to reimburse the Purchase Price, including any delivery costs.
- 17.17. Risk and burden of proof. The Buyer bears the risk and the burden of proof with respect to its exercising the right to withdraw properly and in a timely manner.

## 18. Intellectual Property Rights

- 18.1. Intellectual Property Rights. The Intellectual Property Rights in respect of the Online Platform, the Service, the Information and the database, including - but not limited to - the Intellectual Property Rights to the texts, images, design, photos, software, audiovisual material and other material lie with Artis Aes or its licensors.
- 18.2. Rights to use and to view the services. Subject to the conditions as set forth in these Terms and Conditions, Artis Aes grants the User a limited, personal, revocable, non-exclusive, not (sub)licensable, non-transferable right to use the Service and to view the Information in the manner and in the format as it is made available via the Service.
- 18.3. Copy and re-publish of the Artis Aes services. It is expressly not permitted to copy or re-publish the Service, the Online Platform, the User Material not originating from the User and/or the Information and/or other data, or to use the above for direct or indirect commercial purposes or for any other purpose than the purposes stated in these Terms and Conditions, unless Artis Aes or the rightholder in question have given their express and written permission therefor.
- 18.4. De-compilation and reverse engineering of the platform. Unless expressly permitted under mandatory law or under these Terms and Conditions, or at the request or with the permission of Artis Aes, the User is not permitted to decompile or reverse engineer the Service, the Online Platform and/or their source or object code(s).
- 18.5. Intellectual Property Rights and protection measures. It is not permitted to remove, hide or change notices or statements with regard to Intellectual Property Rights or to make them illegible. Artis Aes can take technological measures to protect the Online Platform or the Service and/or their separate parts. The User may not remove or circumvent these technological protective measures or offer the means to do so.

18.6. Intellectual Property transfer. Nothing in these Terms and Conditions is intended to transfer any Intellectual Property Rights to the User. The User will not perform any actions that can infringe the Intellectual Property Rights of Artis Aes, Users and/or third parties, such as registering domain names, brands or Google Adwords, search terms (keywords) that are similar or identical to any mark to which Artis Aes and/or the Users can apply Intellectual Property Rights.

## 19. Resale royalties

19.1. Resale royalties. If a Lot is an original artwork, resale royalties may be due to the artist pursuant to applicable copyright legislation. In those cases, the Buyer shall bear the cost of the resale royalty, regardless of whether the Buyer is an art market professional or not. Hence, the Buyer shall either pay the resale royalty directly to the artist or the artist's representative or, upon first request, shall reimburse the party that has paid the resale royalty to the artist or the artist's representative. Such reimbursement shall include the full resale royalty and any related costs, expenses, levies or taxes.

## 20. Database

20.1. Rights on the Database. The collection of (personal) data of Users, including User Material and Information, that is collected by Artis Aes and displayed on the Online Platform is a legally protected database. Artis Aes is the producer of the database and therefore has the exclusive right to grant permission for i) the extraction or re-utilization of the entirety or a substantial part, from a quantitative and/or qualitative point of view, of the contents of the database and ii) the repeated and systematic extraction or re-utilization of non-substantial parts, from a quantitative and/or qualitative point of view, of the contents of the database, in so far as this is in conflict with the normal operation of the database or causes unjustified damage to Artis Aes's lawful interests. The User may only request or reuse data from the database if and in so far as this is permitted under these Terms and Conditions.

## 21. Notice of alleged unlawful material

21.1. Unlawful use of the online platform. Artis Aes is not liable for any damage in connection with the unlawful use of the Online Platform or the Service. Artis Aes is only obliged to remove unmistakably unlawful User Material after receipt of a notice, under the conditions indicated below or after having found the unlawfulness during other activities.

21.2. Unlawful User Material. Artis Aes has determined a procedure by means of which the presence on the Online Platform or the accessibility via the Online Platform and/or the Service of alleged unlawful User Material or an alleged wrongful act can be reported to Artis Aes. Artis Aes retains the right to refuse to grant a request to block or remove User Material or discontinue an activity if it has valid reasons to doubt the correctness of the notice or the legitimacy of the evidence submitted or if a balancing of interests does not require such of Artis Aes. In that context, Artis Aes can for example require a court decision of a competent court, which decision shows that the User Material in

question is without a doubt unlawful. Prior to removal of any alleged unlawful User Material, Artis Aes may request and the notifying party shall provide, additional information substantiating that the notifying party is indeed the rightsholder, and Artis Aes may request and the notifying party shall provide, a signed copy of an indemnification declaration for Artis Aes.

21.3. Artis Aes roles in disputes. Artis Aes will in no way be a party to a dispute between the User and any third party that makes a notice.

21.4. Artis Aes' indemnity. If the User makes a notice, the User indemnifies Artis Aes and all its affiliated companies as well as its management, directors, employees, representatives and legal successors against any claim by third parties in connection with the blocking or removal of User Material or the discontinuation of activities. The indemnification also relates to all damage Artis Aes suffers, may still suffer or the costs Artis Aes must incur in connection with such a claim, including - but not limited to - the compensation of costs for legal assistance.

21.5. Privacy protection. Artis Aes respects and protects the privacy of the parties making a notice. All personal information provided to it in the context of a notice will always be handled confidentially and will only be used to handle the notice.

## 22. Privacy

22.1. User's data use. Artis Aes uses the User's data to provide and improve the Service. By using the Service, the User agrees to the Artis Aes collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://artisaes.it>.

22.2. Information Collection and Use. Artis Aes collects several different types of information for various purposes to provide and improve our Service to the users.

22.3. Types of Personal Data Collected. While using Artis Aes' Service, we may ask the User to provide us with certain personally identifiable information that can be used to contact or identify him or her ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data
- Usage Data

22.4. Usage data. Artis Aes may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as the User's computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that he or she visits, the time and date of his or her visit, the time spent on those pages, unique device identifiers and other diagnostic data.

22.5. Tracking & Cookies Data. Artis Aes platform use cookies and similar tracking technologies to track the activity on our Service and hold certain information. Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to the User's browser from a website and stored on the User's device.

Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service. The User can instruct his or her browser to refuse all cookies or to indicate when a cookie is being sent. However, if cookies are not accepted, the User may not be able to use some portions of our Service. Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember the User's preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

22.6. Use of Data. Artis Aes Ltd uses the collected data for various purposes:

- To provide and maintain the Service
- To notify the User about changes to our Service
- To allow the User to participate in interactive features of our Service when the User chooses to do so
- To provide customer care and support
- To provide analysis or valuable information so that we can improve the Service
- To monitor the usage of the Service
- To detect, prevent and address technical issues

22.7. Transfer of Data. The User's information, including Personal Data, may be transferred to — and maintained on — computers located outside of his or her state, province, country or other governmental jurisdiction where the data protection laws may differ than those from his or her jurisdiction. If the User is located outside United Kingdom and chooses to provide information to us, please he or she must note that we transfer the data, including Personal Data, to United Kingdom and process it there. The User's consent to this Privacy Policy followed by his or her submission of such information represents his or her agreement to that transfer. Artis Aes Ltd will take all steps reasonably necessary to ensure that the User's data is treated securely and in accordance with this Privacy Policy and no transfer of his or her Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of his or her data and other personal information.

22.8. Virtual server and cloud services. Artis Aes, in order to host its Platform and offer the Service, uses virtual server and cloud services that could host part of user data outside the British and European territory. The choice is dictated by technical reasons but operated with the utmost respect for security, by addressing to third-party suppliers that comply with the GDPR and EU-US Privacy Shield. On the contrary, the management and development of the Platform and the Service do not leave the European perimeter.

22.9. Disclosure of Data - Legal Requirements. Artis Aes Ltd may disclose the User's Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Artis Aes Ltd
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

- 22.10. Security of Data. The security of the User's data is important to Artis Aes, but he or she must remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect the User's Personal Data, we cannot guarantee its absolute security.
- 22.11. Service Providers. Artis Aes may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used. These third parties have access to the User's Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.
- 22.12. Analytics. Artis Aes may use third-party Service Providers to monitor and analyze the use of our Service.
- 22.13. Google Analytics. Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. The User can opt-out of having made his or her activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, the User can visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>.
- 22.14. Links to Other Sites. Artis Aes' Service may contain links to other sites that are not operated by us. If the User clicks on a third party link, the User will be directed to that third party's site. Artis Aes strongly advises the User to review the Privacy Policy of every site he or she visits. Artis Aes has no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.
- 22.15. Children's Privacy. Artis Aes' Service does not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If the User is a parent or guardian and is aware that his or her Children has provided us with Personal Data, he must contact Artis Aes immediately. If Artis Aes become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.
- 22.16. Changes to This Privacy Policy. Artis Aes may update our Privacy Policy from time to time. We will notify the User of any changes by posting the new Privacy Policy on this page. Artis Aes will let the User know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. The User is advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.
- 22.17. Contacts. If th has any questions about this Privacy Policy, can contact us:
- By email: [privacy@artisaes.it](mailto:privacy@artisaes.it)
  - By visiting this page on our website: <https://artisaes.it/index.php/gdpr>

## 23. Liability

- 23.1. Damage resulting from the services. Artis Aes accepts no liability whatsoever for damage resulting from the provision of the Service, including - but not limited to - damage resulting from or in connection with the use of the Online Platform and/or the Service or from wrongful acts or otherwise, in so far as this is permitted pursuant to mandatory law.
- 23.2. Third-Party Services Provider liability. Artis Aes accepts no liability for any use of services, products, applications or websites made available by a Third-Party Services Provider, such as shipping and payment services and/or any issues between a User and any Third-Party Service Provider. It is a User's responsibility to read the terms and conditions and/or privacy policies of such Third-Party Services Providers before using them.
- 23.3. Damage suffered as a result of a Contract of Sale. Artis Aes can among other things never be held liable for any damage suffered as a result of the conclusion of a Contract of Sale by a Buyer or Seller, including - but not limited to - damage that ensued because the User concluded unfavourable agreements, for example because more or less money was paid for the purchased Lots than the expected value.
- 23.4. User's actions. The only action the User can take if he believes that he has suffered damage is discontinuing the use of the Service and deleting his Account, subject to the applicability of the below section articles on Term and termination.
- 23.5. Artis Aes' liability. Artis Aes is liable for damage caused by simple negligence only where material obligations have been breached (major obligations), i.e. obligations whose fulfilment is essential for the achievement of the purpose of the agreement or whose fulfilment can normally be expected by the contracting partner.
- In the case of a breach of major obligations, Artis Aes' liability is limited to compensation for losses reasonably foreseeable by Artis Aes at the time of conclusion of the agreement. Otherwise, Artis Aes's liability for losses caused by simple negligence is excluded. Artis Aes is not liable for non-availability of the online marketplace.
- No claims can be made against Artis Aes where this non-availability affects purchase agreements, for example because an item cannot be listed or a purchase agreement cannot be concluded. Likewise, any strict liability by Artis Aes due to initial defects is excluded.
- Artis Aes is not liable for the execution of contracts between members. Insofar as despite the above Artis Aes would be liable for any damage for any reason whatsoever, it is only liable for the compensation of direct damage the User suffers as a result of a shortcoming or wrongful act that can be attributed to Artis Aes.
- Direct damage only includes material damage to goods, reasonable costs incurred to prevent or limit direct damage and reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair.
- If and in so far as Artis Aes would be liable for damage for any reason whatsoever, its liability is in any case limited to the highest of the following amounts: (I) the total commissions received by Artis Aes from the User in question in the period of three months prior to the action that led to liability or (ii) £ 500 (five hundred pounds).



The provisions for limitation of Artis Aes's liability apply to all claims for damages and liability cases, regardless of the legal grounds on which they are based, except for:

- 23.5.1. claims of the member for damage resulting from loss of life, physical injury and damage to health,
- 23.5.2. the rights and claims of the member in case of fraudulent concealment of defects by Artis Aes or due to absence of a feature for which Artis Aes provided a guarantee,
- 23.5.3. rights and claims of the member based on wilful or grossly negligent behaviour on the part of Artis Aes, its legal representatives, or agents.

The aforementioned exceptions will only be subject to statutory provisions.

- 23.6. Artis Aes' gross negligence or willful misconduct. This limitation of liability does not intend to exclude the liability of Artis Aes for gross negligence or willful misconduct of Artis Aes itself ("own actions") and/or its management.
- 23.7. Damage report. A condition for any right to compensation to arise is always that the User reports the damage to Artis Aes in writing as soon as possible after first appearance of the damage. Each claim for compensation against Artis Aes expires by the mere lapse of twelve months after first appearance of the damage.
- 23.8. Artis Aes affiliated companies. This Section also covers all companies affiliated with Artis Aes as well as its management, directors, employees, representatives and legal successors.

## 24. Guarantees and indemnifications

- 24.1. Damage and costs suffered by Artis Aes. The User is liable towards Artis Aes for, and fully indemnifies Artis Aes against, all damage and costs Artis Aes suffers or incurs as a result of (i) an attributable failure to perform the Terms and Conditions by the User, (ii) any actions of the User in the use of the Service or (iii) a wrongful act of the User. All costs incurred by Artis Aes and damage suffered by Artis Aes that is in any way related to such claims will be compensated by the User. This moreover covers listing articles/posting content unlawfully or contrary to contract. Reasonable legal costs (especially lawyers' fees) which Artis Aes has demonstrably incurred as a result of the User's misconduct must also be reimbursed. In the event of any such judicial or extrajudicial dispute, the User is obliged to provide all necessary information to Artis Aes and to provide documents and other available material that may be necessary for the defence.
- 24.2. Intellectual property right claim by third-parties. The User guarantees that the User Material that he shares via the Service is unencumbered and that there are no third parties that can claim Intellectual Property Rights to it, as well as that the User Material does not infringe or is in conflict with any right of third parties and that the use thereof is also not wrongful towards third parties in any other way.
- 24.3. Indemnities for intellectual property right claims. The User indemnifies Artis Aes against all claims of third parties, for any reason whatsoever, in respect of compensation of damage, costs, interest, taxes, levies and/or deductions in connection with or resulting from his User Material, his use of the Online Platform, the Service and/or a breach of these Terms and Conditions and/or any rights of third parties, including - but not limited to - Intellectual Property Rights.

- 24.4. Artis Aes affiliated companies. The obligations to indemnify in this Article also apply for any companies affiliated with Artis Aes as well as its management, directors, employees, representatives and legal successors.

## 25. Term and termination

- 25.1. Dis-continuation of the Service. The User has the right to discontinue his use of the Service and to delete his Account at any time. Artis Aes has the right to refuse deletion of his Account if the User still needs to perform certain obligations (such as payment or delivery obligations) towards Artis Aes or other Users or in the event there is a chance any complaints related to recently sold Lots may still arise.
- 25.2. Right of withdrawal. When it is applicable, the User has the right to withdraw from this contract within fourteen days without stating any reason. The withdrawal period is 14 days from the date the contract is concluded. To exercise the right of withdrawal, the User must inform Artis Aes making a clear statement (e.g. by letter sent by post, fax or e-mail) of his or her decision to withdraw from the contract. In order to comply with the withdrawal period, it is sufficient for the User to send us notice that he or she is exercising his or her right of withdrawal before the withdrawal period has expired.
- 25.3. Consequences of withdrawal. If the User is in a position to withdraw from this contract and opts for this choice, all payments received for outstanding services will be reimbursed, including delivery costs (except for additional costs arising if he or she chooses a method of shipping different from the most cost-efficient standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notice of withdrawal from this contract.
- The repayment will be made using the same payment method as used for the original transaction, unless otherwise explicitly agreed with the User; under no circumstances will the User be charged fees for this repayment. If he or she have already asked for service to begin during the withdrawal period, he or she shall pay a reasonable amount, proportionate to the service already provided up to the date on which he or she notified us that was exercising his or her right to withdraw from this agreement, compared to the full scope of services provided for in the contract.
- Important note: The right of withdrawal is forfeited in supply of services contracts when the trader has fully provided said service and/or has begun to provide said service after obtaining the express consent from users to do so before the expiry of the period for withdrawal, wherein the user acknowledges that by so doing they are waiving their right of withdrawal.
- 25.4. Conflicts with these Terms and conditions. If the User acts in conflict with these Terms and Conditions, Artis Aes is entitled, in addition to any other (legal) means available to Artis Aes, to limit or suspend the User's activities in connection with the Service or to put them out of operation immediately, in whole or in part, temporarily or otherwise, to discontinue and/or remove his Account temporarily or permanently, to issue a warning, to terminate the Service or to refuse to provide the Service to the User. Artis Aes will in no way be liable or liable for compensation towards the User therefore.



## 26. Miscellaneous, applicable law and competent court

- 26.1. Contract Language. The effective contract language is English. Correspondence between Artis Aes and members will be conducted in English. Any translations of these Terms of Use made available on the marketplace shall not be binding; the English version alone is definitive.
- 26.2. Mandatory law. The Terms and Conditions, the use of the Service and the Online Platform, any disputes following therefrom, as well as all Contracts of Sale between Sellers and Buyers, are governed by UK-England law, unless otherwise provided in or pursuant to mandatory law.
- 26.3. Other applicable laws. Users acknowledge that international private-law rules may have the result that another law than UK-England law (also) applies to transactions with other Users, particularly to transactions with Consumers.
- 26.4. Disputes. All disputes that arise between the User and Artis Aes will be submitted to the competent court in London, unless mandatory law stipulates that the dispute must be submitted to another court. With regard to Consumers, disputes must be submitted to the competent court in the district of London, unless the Consumer chooses the court that is competent according to law within one month after Artis Aes has invoked this provision in writing.
- 26.5. Mutual consultation. It can also be decided in mutual consultation that a Consumer submits a dispute with Artis Aes or with another User to an authority for extrajudicial dispute resolution (see the website of the EU ODR Platform - <https://ec.europa.eu/consumers/odr/> - for more information). Such consultations will be held by Artis Aes in good faith, but it will never be obliged to subject itself to such procedures.
- 26.6. Rights and obligations transfer. Under this user agreement, Artis Aes is entitled, upon giving four (4) weeks' notice, to assign its rights and obligations in whole or in part to a third party. In such a case, the User is entitled to terminate the user agreement on these Terms and Conditions within three weeks of receiving the notification giving four (4) working days' notice.
- 26.7. Terms and Conditions change. Artis Aes reserves the right to alter these Terms and Conditions at any time and to make the use of the online platform subject to new or additional contractual terms. The revised terms will be sent to the User by e-mail, with reasonable advance notice prior to the effective date. These take effect on the effective date if the member has not expressly disputed them before this date. As part of notifying the revised terms, Artis Aes will separately specifically inform the Users of their option to dispute them and the consequences of inaction. In the event that the User disputes them, Artis Aes may terminate the user relationship.
- 26.8. Void or invalid provisions. If any provision(s) in these Terms and Conditions is/are void or invalid in whole or in part for any other reason, the User and Artis Aes remain bound to the remaining part of the Terms and Conditions. Artis Aes will replace the void and/or invalid part (with regard to the specific User or specific situation) by provisions that are valid and of which the legal consequences, in view of the contents and object of these Terms and Conditions, are in line with the invalid part as much as possible.

- 26.9. Digital domiciliary rights. Artis Aes has unrestricted digital domiciliary rights as operator of the marketplace.
- 26.10. Third-parties involvement. Artis Aes may use third parties as agents to fulfil the contract. Claims against Artis Aes may be wholly or partially transferred to such third parties.
- 26.11. Legal disputes. UK-England law applies in respect of all legal disputes arising in connection with the user agreement, under exclusion of the UN Sales Convention – Contracts for the International Sale of Goods (CISG). Mandatory provisions of laws of the place where the customer has their habitual residence remain unaffected.
- 26.12. Exclusive jurisdiction. Exclusive jurisdiction is the official domicile of Artis Aes where the customer is a merchant, legal entity under public law, or public law special fund. This also applies if the member has no general jurisdiction in London, UK, the member moves their domicile or habitual residence from the UK or the domicile or habitual residence is not known.

## Contact

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For questions about the Service, the Online Platform or these Terms and Conditions, you can contact Artis Aes via the following contact information at all times:

Artis Aes Ltd

A: 20-22 Wenlock Road N1 7GU - London – England UK

T: +44 20 3239 3938

E: [info@artisaes.it](mailto:info@artisaes.it)