

YOUR ULTIMATE ART DESTINATION!

# ARTSTY

## BUYER POLICY

EFF. 1<sup>st</sup> August 2023

### BUYER POLICY

Artsty is a marketplace online and offline where one can buy unique goods directly or attend workshops. If **you** are looking for handmade or personalized items or craft supplies or wanting to learn different types of art forms or attend workshop, **you** have come to the right place. Artsty endeavors for buyers to have a positive experience while shopping with Artsty. Please read on to find out about the rights of buyer, as well as what is expected of **you**, as a buyer.

#### **Understanding Artsty's limitations as a marketplace**

Artsty just provides a marketplace for buyers to purchase and attend workshops from the artists directly and provides the platform for making payments and delivery of the products. Artsty is not part of that transaction. When a buyer shops with **Artsty**, the buyer acknowledges:

- The buyer is not buying directly from Artsty, but from one of the many talented sellers on Artsty.

- Artsty does not pre-screen sellers and therefore does not guarantee or endorse any items sold on Artsty or any posting by sellers (such as photographs or language used in listings or samples);
- Each seller on Artsty has their own processing times, delivery times, returns and cancellation policy.
- Buyers assume responsibility on providing their own materials for a custom order.
- As a member of the community, buyers can flag an item that violates any of Artsty's policies.
- Flagging or reviewing is confidential.

## **Purchasing an Item on Artsty**

When one buys using the services of Artsty, the buyer is directly supporting an independent business, each with its unique listings, policies, processing times and payment systems. By making a purchase from Artsty, the buyer agrees to have:

- Read the item description before making purchase.
- Submitted appropriate payment for item(s) purchased; and
- Provided accurate delivery information.
- Buyer is responsible for all delivery charges.
- An order is only confirmed within 24 hours of the order being placed (check cancellation policy below to know why).
- Artsty can use such images for their own use.

The total amount of the rejected items will be refunded within 24 hours and will reflect on the same account used to make the payment.

The buyer agrees that the products listed on Artsty are consumer products and are for end use only. In case of any other brand collaboration, Artsty holds the right to such buyers. The buyer also agrees to comply with the Payments Policy of Artsty.

## **Leaving a Review of an Item**

Reviews are a great way to learn about a seller's items and to help good sellers build a strong reputation, or help warn other buyers about a poor experience.

Buyers can leave a review about an item or delivery timing with a photograph of their purchase after their item's estimated delivery date. An item is more likely to be sold if it has a good rating. A buyer can give a rating ranging from 0.0-5.0.

By leaving a review or photograph, the buyer acknowledges that their content may not:

- Contain private information;
- Contain obscene, racist, or harassing language or imagery;

- Violate the Anti-Discrimination Policy of Artsty;
- Contain prohibited medical drug claims;
- Contain advertising or spam;
- Be about things outside the seller's control, such as a delivery carrier, Artsty, or a third party;
- Contain threats or extortion;
- Include shilling or otherwise falsely inflate a shop's review score; or undermine the integrity of the Reviews system.

Sellers may respond to reviews. Sellers' responses to reviews must also comply with this policy. Sellers may report reviews that violate Terms of Use.

Artsty reserves the right to remove reviews or photographs that violate the policies of Artsty or Terms of Use.

By uploading a photograph to Artsty websites, buyer warrants that:

Buyer owns the photograph or has the rights or permission to use the photograph; and Buyer acknowledges that, as stated in Terms of Use, Artsty has license to use any content provide to Artsty by buyer.

## **Creating and Uploading Content**

As a member of Artsty, users have the opportunity to create and upload a variety of content, like Messages, text, photos, and videos. In order to keep the community safe and respectful, users agrees to not upload content that is:

Abusive, threatening, defamatory, harassing, or otherwise in violation of the Anti-Discrimination Policy of Artsty;

Obscene or vulgar;

In violation of someone else's privacy or intellectual property rights; or False, deceptive or misleading.

## **Reporting a Problem with an Order or Returning an Item**

### *Eligible disputes*

In case of any unfortunate event, Artsty's delivery team and customer support team will work together to resolve the dispute. A buyer should inform Artsty any late delivery issue within a week of the expected delivery date.

In case of raising complaint against any other issue, a window of three days post-delivery day is given to the buyer

1. In case order doesn't reach a buyer, the artist should provide a valid proof of dispatch with the exact address given by Artsty and if no proof or a wrong address is provided by an artist
2. In case of an item significantly different from the artist's listing description and photos (e.g., color, model, version, or size, design or material, an incorrect quantity of items delivered, not authentic or Is used).

The artist will be held responsible and a solution will be provided to the customer. If multiple disputes arise with an artist, the artist may be suspended or removed from the Artsty board and may be penalized for the same.

*\* Artsty reserves the right to issue a refund to the buyer and recoup funds from the Seller/Artist account.*

### *Ineligible Disputes*

In case of any dispute related to the following

- An item that is damaged by the delivery carrier (if properly packaged by the artist)
- If there is a delivery delay or errors as long the product was dispatched on time to the right address.
- An item that is altered, used, worn, washed, or discarded after receipt.
- Items that are returned without a return agreement.
- Items that are accurately described but don't meet a buyer's expectations.
- Cost of postage disputes.
- Artsty is only liable for answering for any item that is sold through Artsty website.
- An item that is prohibited for sale, including services and intangible goods.
- An item information not given or service not taken in the given timeline.
- Transactions payment that is not made via us.
- A buyer raising a case beyond three days' timeframe.
- A personalized item that is accurately described and made but doesn't meet a buyer's expectations cannot be canceled or returned.

### *Requests for cancellations and refunds*

An artist is obligated to honor its dispatch and processing time unless there is an exceptional circumstance. Buyers can see the processing time, shipping time and estimated delivery time for an item in the items' description section.

### *Cancellations*

There are times when things are beyond artist's hands and an artist has to cancel the order.

If an artist is unable to make an order, the artist must notify and cancel the order within 24 hours of order being placed. A failure to notify and cancel beyond the said time, the artist shall be responsible for a full refund to the buyer and providing an Artsty voucher to the buyer unless there is an exceptional circumstance beyond the control of anyone. A copy of refund proof, if any, is necessary in the events of a dispute.

Only a seller can cancel an order; a buyer can cancel or request a return only if an artist has any cancellation or return policy, please contact the customer support directly at [customersupport@artsty.com](mailto:customersupport@artsty.com).

### *Cases for cancellation*

- If the item is already sold out.
- If the item cannot be made due to the unavailability of any supply used to make it.
- If the artist is unavailable to make the item within the processing time.
- Or any other exceptional circumstance beyond the control of anyone.

### *Returns*

A return is only possible if the artist has a return policy and it is written in the item's description.

For returns and refunds please contact the customer support at [customersupport@artsty.com](mailto:customersupport@artsty.com). If not written it is a non refundable item.

This policy is a part of our Terms of Use. By shopping on Artsty, you're agreeing to this policy and our Terms of Use.

Artsty reserves the right to remove an order or may also suspend or terminate the store/account in case of any violation of Artsty policies or terms of use. A user shall still be liable to pay any outstanding fees to artsty.com.

In case of any kind of disputes, all disputes shall be subjected to the courts of West Bengal only.

All policies are subject to change from time to time.

*If Artsty is sued, fined, or otherwise incurs expenses because of something that an artist or a buyer did in their capacity to the buyer or vis-e-verse, the artist or the buyer agrees to indemnify Artsty for the expenses.*