

YOUR ULTIMATE ART DESTINATION!

ARTSTY

Electronic Communications Policy

EFF. 1st August 2023

Artsty is required to provide certain information in writing. This Electronic Communications Policy describes how Artsty shall provide that information.

1. Information Artsty Will Send

Artsty will sometimes need to send important messages about the use of Artsty's website or social media platform. This policy covers all of those messages, including the terms, policies and user agreements applicable to the use of the services of Artsty, billing statements, transaction information, privacy disclosures, tax statements, and other documents that will be provided electronically.

2. Communications Will Be Sent Electronically

Any person using the services of Artsty in any form (User) gives its consent to Artsty for communicating electronically (including all legal terms and legally-required disclosures). The user also agrees that any disclosure, agreement or understanding and communication in electronic form shall have the same legal effect and will be

binding on the parties as if the same was obtained or done physically. For example, if language appearing next to a button on Artsty's website informs that the user will agree to certain terms by clicking the button, or in any other way by which the user understands that the user is agreeing and acknowledging the terms of use, then such click of the button or any other way as understood by the user for agreeing to the terms of use, will have the same legal effect as signing an agreement on paper.

3. Delivery of Information

Artsty may provide information with Electronic Communications by

- Emailing at the email address listed in the User account,
- Posting them on the Artsty website, or
- Making them available via a website/ any other platform designated in an email notice to the user.
- Through social media platform.

4. Technical Requirements to Receive Electronic Communications

In order to receive Electronic Communications, User must have the following:

- A computer or mobile device; A connection to the internet;
- An internet browser that supports 128-bit encryption, with cookies enabled;
- An active email address; and sufficient electronic storage space on computer's hard drive or other data storage unit and/or an installed printer to print disclosures.

5. Withdrawing Consent for Electronic Communications

A user may withdraw its consent to receive Electronic Communications at any time by submitting such request at help@artsty.com

Note that if a user withdraws its consent to receive Electronic Communications, such withdrawal will only be effective after Artsty has had a reasonable period of time to process the withdrawal (usually 3 months). Additionally, if the user withdraws its consent to receive Electronic Communications, and Artsty is required to send hard copies of communications, Artsty may cancel the access of such user to our Services. In order for Artsty to send hard copies, the user must have a current mailing address on file in the Artsty User account. Artsty reserves the right to charge reasonable fees to cover the costs of sending hard copies of Electronic Communications.

6. Updating Contact Information

To ensure that the user receives Electronic Communications, the user must make sure that the contact information in the Artsty User account is accurate. Artsty is not responsible for failure to receive Electronic Communications.

This policy is a part of our Terms of Use. By using any of Artsty's services, you're agreeing to this policy and our Terms of Use.

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 did in their capacity to the buyer or vis-e-verse, the artist or the buyer agrees to indemnify Artsty for the same