

YOUR ULTIMATE ART DESTINATION!

# ARTSTY

## INTELLECTUAL PROPERTY POLICY

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

Artsty is a marketplace and an online platform where it helps individual artists to sell their items through website, store or other social media/ third party platforms. Artsty provides a venue/place/space for artists. The content is uploaded and confirmed by artists themselves. The artists are not the employees or agents or representatives of Artsty. Artists are fully responsible for their contents and that they are not infringing or violating any third party's rights by posting or listing their products. Each seller accepts different payment methods and has their own processing times, shipping dates, etc. Artsty does not pre-screen sellers or their products and therefore do not guarantee or endorse any item or content sold or listed by them.

Artsty does not enquire into the contents or proprietary rights connected to the product when the same is listed on its website nor does Artsty have any knowledge about any violations of Intellectual Property Rights that may be caused to a third party due to any product belonging to any artist or seller.

Artsty reserves the right to use such photos in order to promote the products of Artsty and to encourage sale of such products. In order to do so, Artsty may have to use such photos without giving any kind of photo credits and in doing so, Artsty does not claim nor infringes any kind of intellectual property rights attached to such photos or product.

Artsty reserves the right to remove any listing or account that Artsty believes and finds reason to be violating the terms of use. Artsty may also take action against the

same. Artsty shall refrain from making any comments or give any advice about the Intellectual property rights associated with any product or their owners. On being notified about any violation or any infringement of intellectual property rights by anyone on [help@artsty.com](mailto:help@artsty.com), Artsty reserves its rights to remove the said product or listing from our website.

This policy is a part of our Terms of Use. By participating 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.