

YOUR ULTIMATE ART DESTINATION!

ARTSTY

Terms of Use

EFF. 1st August 2023

ACCEPTING THESE TERMS

This document and all the other documents we will refer to below make up the house rules of Artsty and it is called Terms of Use.

By agreeing to the Terms, the user agrees to resolve all disputes through binding individual arbitration, which means that the user waives any right to refer to those disputes in a Court of law. The user waives its right to participate in class actions, class arbitrations, or representative actions. Artsty reserves its rights to appoint arbitrators for the purpose of any reference to arbitration. The place of Arbitration shall be in West Bengal only and all dispute shall be to the exclusive jurisdiction of Kolkata only.

This contract sets out the rights and responsibilities of users while using the Artsty website. So, by using and/or agreeing to use the Artsty website (even just for browsing), the user agrees to the Terms of Use and all the policies of Artsty.

OTHER DOCUMENTS

Artsty helps users to sell and buy items both online and offline. Here's a guide to help understand the relevant rules:

Privacy policy, anti-discrimination policy, intellectual property rights, advertising policy, delivery policy, buyer's policy, seller's policy, supplier code of conduct, electronic communications policy and fees and payments policy.

All of these policies are a part of the Terms of use and every policy is interdependent and correlated. By agreeing to use Artsty website, a user agrees to every policy as referred above along with the Terms of Use.

- Offensive and vulgar language, and a language which infringes someone's intellectual property rights or otherwise violates the Terms of Use.
- A user is solely responsible for any activity on its account even if the same is shared with business associates. Also, user accounts are not transferable.
- Don't share user password with anyone.
- These terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between a user and Artsty.

User's Content

Artsty does not make any claim to user contents (like listing descriptions, reviews, comments, shop names, profile pictures, listing photos, videos, usernames, etc.).

- Responsibility for Content: Users have the necessary rights to their content and that they are not infringing or violating any third party's rights by posting it.
- Permission to Use Content: Once Users have posted their content, it gives Artsty the rights to use, edit the same for the website, promotions and sales. Users acknowledge and agree that Artsty may offer promotions on/ off the site to the buyers, from time to time, that may relate to the listings or resize or edit photos to make it attractive for a buyer for the sale of the item by Artsty.
- Reporting Unauthorized Content: If the content is owned by the user or the user has the rights to the content and the content has been posted by someone else without prior permission, please contact help@artsty.com for removal of such content.
- Inappropriate, False, or Misleading Content: Users agree to not violate the Prohibited Items Policy nor post any content that is false and misleading in a manner that is fraudulent or deceptive.

Use of Artsty Services

Don't break any law: Users are required to obtain any permits or licenses that is required; Users are prohibited to sell or list anything on Artsty that violates any law. Users are prohibited from engaging in fraud, theft, anti-competitive, threatening conduct or any other

unlawful acts or crimes against Artsty or third party. All sellers are also required to obtain registration under GST laws for the purpose of selling on the website of Artsty.

Payments of bills: Users are responsible for payment of all fees to Artsty. Artsty will calculate, collect, and remit sales tax or GST, TDS where applicable. The fees, bills, taxes, and payment of the same are fully explained in the Fees & Payments Policy.

Don't try to steal or harm system: Users agree not to crawl, scrape, or spider any page or to reverse engineer or attempt to obtain the source code of the Services. Users agree not to interfere with or try to disrupt Artsty system, by distributing a virus or other harmful computer code or by any other means.

Follow Trademark Policy: The name "Artsty" and the other Artsty marks, phrases, logos, contents, and designs that we use, are trademarks, service marks, or trade dress of Artsty.

Sharing of store link on other social media pages: Artsty encourages users to add its store link to the social media page. It will help the users and Artsty to grow together.

Sharing Ideas and views: Artsty also encourages users to share their suggestions and ideas. Users can help Artsty improve their experience and services.

Termination

Termination by User: Artsty would miss working with any of its user who wants to terminate our services. However, if a user wishes to terminate its account with Artsty, he or she can do so at any point by contacting help@artsty.com. Terminating an account will not affect the availability of some of the content that was posted through the services before termination. Users are liable to pay the outstanding bills with Artsty after termination.

Termination by Artsty: Artsty may terminate or suspend a user account (and any related accounts) and user access to Artsty at any time, for any reason, and without advance notice. If Artsty does so, it's important to understand that user does not have a contractual or legal right to continue to use Artsty services, for example, to sell or buy on the websites. Artsty may refuse service to anyone, at any time, for any reason at the sole discretion of Artsty.

If a User terminates or Artsty terminates User account, user may lose any information associated with the account, including the content.

Discontinuation of services: Artsty reserves the right to change, suspend, or discontinue any of the services at any time, for any reason at the sole discretion of Artsty. Artsty will not be liable for the effect that any changes to the services may have on a user, including the income or ability to generate revenue through our Services.

The terms will remain in effect even after access to the service is terminated, or use of the service ends.

Rights and Responsibilities:

Items purchased: It is understood that Artsty does not manufacture, store or inspect any of the items sold through our services. The items in the marketplace of Artsty are produced and sold directly by independent sellers, so Artsty cannot and does not make any warranties about their quality, safety or even their legality.

Any legal claim related to an item purchased must be brought directly against the seller of the item. The buyer waives all its rights against Artsty from any claims related to items sold through our services, including but not limited to defective items, misrepresentations by sellers or items that caused physical injury or any other product liability claims.

The content access: A user may come across materials that may appear offensive or inappropriate while using Artsty services. Artsty makes no representations concerning any content posted by users through the services. Artsty is not responsible for the accuracy, copyright compliance, legality or decency of content posted by users which are accessed through the services. Users waive all its rights against Artsty from any liability relating to that the aforesaid content.

People interacted with: Users can use the services to interact with other individuals, either online or in person. Users acknowledge that Artsty does not screen users for using services of Artsty, and users waive all its rights against Artsty from all liabilities relating to user interactions with other users on Artsty website. Artsty advises users to be careful and exercise caution and good judgment in all interactions online or offline with other users through the services offered by Artsty.

Third-Party Services: The services of Artsty may contain links to third-party websites or services that are not owned or controlled by Artsty (for example, links to Facebook, Twitter, Delhivery, PayU etc.). Users may also need to use a third party's product or service to use some of Artsty services (like a compatible mobile device to use mobile applications). When a user accesses these third-party services, users do so at their own risk. The third parties may require users to accept their terms of use. Artsty is not a party to those agreements; they are solely between user and the third-party.

Gift cards and promotions: Users acknowledge that Artsty does not make any warranties concerning gift card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a gift card or gift card code that results from any action by a user or a third-party. Users also acknowledge that Artsty may suspend or prohibit the use of a gift card if the gift card or gift card code has been reported lost or stolen, or if Artsty believes the gift card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If the gift card code stops working, the only remedy is for Artsty to issue you a replacement gift card code. By participating in a special offer or promotion, users agree to not claim later that the rules of that special offer or promotion were ambiguous.

Warranties

Artsty is dedicated to making its services the best they can be, but Artsty is not perfect. Users understand and acknowledge that the services of Artsty are provided “as is” and without any kind of warranty (express or implied). Artsty is expressly disclaiming any warranties of title, non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties implied by a course of performance, course of dealing, or usage of trade.

Artsty does not guarantee that: (i) the services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) the services will be free of viruses or other harmful materials; or (iv) the results of using the services will meet user’s expectations.

Users agree to use the artsty Services solely at their own risks.

Liability limits: To the fullest extent permitted by law, neither artsty, nor its employees or proprietor or representatives shall be liable to any user for any loss of profits or revenues, or any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with the services or these terms.

Disputes with Other Users

If a user finds itself in a dispute with another user of Artsty’s Services or a third-party, Artsty encourages the user to contact the other party and try to resolve the dispute amicably.

Artsty will attempt to help resolve the dispute in good faith and based solely on the interpretation of Artsty policies, in the sole discretion Artsty; Artsty will not make judgments regarding legal issues or claims. Artsty has no obligation to resolve any disputes.

Waiver of right to sue for damages: A user waives all its rights to sue or to hold liable Artsty from any claims, demands, and damages arising out of disputes with other users or third parties.

Changes to the Terms

Artsty reserves its rights to update these Terms and its policies from time to time. If Artsty believes that the changes are material, the users will be notified by posting the changes through the services and/or sending an email or message about the changes. However, any immaterial change shall not be notified to the user directly by Artsty.

Changes will be effective immediately. A user shall be responsible for reviewing and becoming familiar with any changes. The use of the services by a user after the changes are affected constitutes the acceptance of the updated Terms by the user.

Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between the user and Artsty regarding the services. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. The failure of Artsty to enforce any part of the Terms is not a waiver of its right to later enforce that or any other part of the Terms. Artsty may assign any of its rights and obligations under the Terms.

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.

Contact Information

For any questions about the Terms, please email at help@artsty.com.