

## TERMS & CONDITIONS

Welcome to ArtBuyClick! These terms govern the use of our ArtBuyClick platform by artists who wish to sell their original artwork. By listing your artwork on ArtBuyClick, you agree to comply with these terms and conditions:

### 1. Account Registration

- a) Artists must register for an account providing accurate, complete, and up-to-date information to list and sell their artworks, (Name, contact info, payments detail as requested by ArtBuyClick).
- b) These Account Registration Terms and Conditions ("Terms") govern the registration and use of accounts by artists ("Artists") on ArtBuyClick ("Platform"). By registering for an account on the Platform, you agree to comply with these Terms and Conditions.
- c) ArtBuyClick may require verification of Artists' identities and credentials to ensure the integrity of the Platform and the authenticity of listed artwork.
- d) Artists agree to cooperate with ArtBuyClick in the verification process and provide any requested documentation or information any time in future till the registration is valid.
- e) Artists profile and artwork are listed on the platform till the registration is valid.
- f) The validity of registration and listing is defined on the subscription module listed on ArtBuyClick platform.

### 2. Listing of Artwork

- a) These Listing of Artwork Terms and Conditions ("Terms") govern the process of listing artwork by artists ("Artists") on ArtBuyClick ("Platform"). By listing artwork for sale on the Platform, Artists agree to comply with these Terms.
- b) Artists are solely responsible for providing accurate details for their artwork on the Platform as per the requirement of the platform.
- c) Listings must include high-quality images, descriptive titles, and accurate descriptions of the artworks like size, medium, size, framed, unframed, weight and any other relevant details.
- d) Artists agree to provide truthful information about the artwork's condition, provenance, and any applicable certificates of authenticity.
- e) Artists must set prices for their artwork in the currency agreed upon with ArtBuyClick and ensure that prices are inclusive of any applicable taxes or fees.
- f) Artists are responsible for updating any information about the listed artwork promptly to reflect changes in availability, pricing, or other relevant information by contacting our team through registered email.
- g) Artist's warrant that all artwork listed on the Platform is original and created by the Artist, unless otherwise disclosed.



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BUSINESS OF EXHIBITIONS EVENTS



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- h) Artists agree not to list any artwork that infringes on the intellectual property rights of third parties or violates any laws or regulations.
- i) Artists retain the copyright and ownership of their artwork listed on the Platform only if he/she has the proper certification of authentication
- j) By listing artwork on the Platform, Artists grant ArtBuyClick a non-exclusive license to display, promote, and sell the artwork on the Platform.
- k) Artists must read and comply with all applicable policies, guidelines, return policy, payment policy and terms set forth by ArtBuyClick on the Platform from the buyers perspective
- l) The artwork listed on the ArtBuyClick platform is considered as available with artist for sale.
- m) Its artist responsibility to update with team of ArtBuyClick, if listed artwork is sold through any other sourced.

### 3. Fees and Payments

- a) ArtBuyClick charges a sales commission of 30% or can add 30% addition amount on the final price of artwork.
- b) The sales commission is calculated based on the total sale amount, including any applicable taxes or fees, delivery charges etc. which will be informed to the artist accordingly.
- c) Payment will be processed in 15 to 45 working days after the delivery of the artwork to the buyer & ending of the return time period.
- d) The sales commission is deducted from the proceeds of the sale before remitting the remaining balance to the artist in the registered bank account through proper banking process ArtBuyClick don't use any UPI or third party payment method.
- e) ArtBuyClick reserves the right to modify or update the sales commission rate of the artwork at any time.
- f) Artists will be notified of any changes to the sales commission rate, and continued use of the platform after such changes constitute acceptance of the modified terms.

### 4. Sales and Fulfilment

- a) If any of your artwork sells on the ArtBuyClick portal, you agree to fulfil all orders for your artworks promptly. ArtBuyClick will process payments and forward proceeds to you after deducting our agreed commission and charges whatever is applicable.
- b) These Sales and Fulfilment Terms and Conditions ("Terms") govern the sale and fulfilment of artwork by artists ("Artists") through ArtBuyClick ("Platform"). By listing your artwork for sale on the Platform, you agree to comply with these Terms.
- c) Artists are solely responsible for accurately listing their artwork for sale on the Platform, including providing detailed descriptions, high-quality images, and correct pricing information.
- d) Prices set by Artists must be in the currency agreed upon with ArtBuyClick and should include any applicable taxes or fees.
- e) When a sale is made through the Platform, Artists agree to promptly fulfill the order and shipment of the artwork to the buyer or address provided by ArtBuyClick.
- f) Artists are responsible for packaging and shipping artwork securely to prevent damage during transit.
- g) Artists must mention accurate shipping information and comply with all shipping regulations and customs requirements.
- h) ArtBuyClick may provide with shipping labels and logistics support to Artists, but ultimate responsibility for successful delivery lies with the Artist and the chosen shipping carrier.



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## 5. Shipping and Delivery

- a) Artists are responsible for packaging and shipping artwork securely to prevent damage during transit.
- b) Artists must mention accurate shipping information and comply with all shipping regulations and customs requirements.
- c) ArtBuyClick may provide with shipping labels and logistics support to Artists, but ultimate responsibility for successful delivery lies with the Artist and the chosen shipping carrier.
- d) Artists are required to adhere to and comply with all payment return and refund policies stated for buyers. In the event of any return or refund requested by buyers, ArtBuyClick will take charge and decide on the deduction of processing fees, whether from the buyers or from the artists.
- e) ArtBuyClick reserves the right to remove listings or suspend Artist accounts that violate these terms of shipping and delivery.

## 6. Eligibility for Returns and Refund for Buyers

- a) Artists are encouraged to review the return policy provided by the ArtBuyClick Platform before registration.
- b) Eligibility for returns is determined solely by ArtBuyclick Authorities.
- c) Common reasons for eligible returns may include:
  - 1. Artwork significantly not as described.
  - 2. Artwork damaged during transit.
  - 3. Artwork does not meet the buyer's expectations due to quality or condition issues.
  - 4. Artwork differs from the image displayed on the platform.
  - 5. Any other valid reason not specified here.
  - 6. Lack of any document as per the standard requirement of the platform.
- d) In case of refund to the buyer the artwork work will be sent back to the artists in same situation. ArtBuyClick won't take any responsibility of repacking or damage situation. Although care will be taken for return of artwork due to mismatch or quality issue.
- e) Artists have to bear the transmit charges and any other charges applicable in above mentioned return of the artwork by the buyer. ArtBuyClick will deduct these charges first from the artist's payment amount when required.

## 7. Intellectual property rights

- a) ArtBuyClick respects the intellectual property rights of artists and third parties.
- b) If you believe that your copyright or intellectual property rights have been infringed upon by artwork listed on the Platform, please submit a written notice to ArtBuyClick's designated copyright agent, including the following information:
- c) Upon receipt and verification of all documents of a valid copyright infringement notification, ArtBuyClick will promptly remove or disable access to the infringing artwork.
- d) ArtBuyClick may also suspend or terminate the account of the artist who posted the infringing artwork, in accordance with ArtBuyClick's terms and conditions.
- e) For copyright infringement claims or counter-notifications, please contact ArtBuyClick's designated team at [info@artbuyclick.com](mailto:info@artbuyclick.com)
- f) Visitors of ArtBuyClick platform are prohibited from reproducing, selling, or otherwise using any artworks found on the site without the express permission of the artist.



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## 8. The counter-notification must include

- a) Identification of the removed artwork, including its URL or other identifying information.
- b) A statement by the artist, made under penalty of perjury, that they have a good faith belief that the artwork was removed or disabled as a result of mistake or misidentification.
- c) Contact information for the artist, including name, address, phone number, and email address.
- d) In case both party claims the copyright issue of same artwork, ArtBuyClick will suggest to resolve the issue without involving ArtBuyClick or any of its authorized entity in-between. ArtBuyClick and all its authorized entity will not be part of any legal proceeding of such issues.

## 9. Termination

- a) ArtBuyClick may terminate your account and remove your listings at any time for any reason.
- b) During termination, the payment of the artist will be held and credited after fulfilment of any outstanding obligations, such as pending orders or disputes, prior to the termination of their account.
- c) ArtBuyClick reserves the right to terminate or suspend an artist's account on the Platform for violation of these terms and conditions, fraudulent activities, or any other reason deemed necessary by ArtBuyClick.
- d) In the event of account termination, ArtBuyClick will notify the artist of the termination and provide the reason for such action, unless prohibited by law.
- e) Upon termination of an artist's account, all access to the Platform and related services will be revoked.
- f) Artists are responsible for fulfilling any outstanding obligations, such as pending orders or disputes, prior to the termination of their account.
- g) ArtBuyClick reserves the right to retain any necessary information or records related to the terminated account for legal or regulatory purposes.
- h) In the event of any dispute ArtBuyClick may provide mediation or dispute resolution services to facilitate a resolution.
- i) Artists agree to cooperate with ArtBuyClick in resolving disputes and abide by any decisions made by ArtBuyClick regarding the termination of their account.

## 10. Modification of Policy

- a) Changes to this policy will be posted on our website. You are advised to review this policy periodically.
- b) ArtBuyClick reserves the right to modify or update this termination policy at any time.
- c) Artists will be notified of any changes to the policies, and if he/she continued use of the Platform after such changes constitute acceptance of the modified terms.

## 11. Dispute Resolution

- a) Any disputes between you and buyers or you and ArtBuyClick must be resolved through final and binding arbitration, without involving any third party in between
- b) All verbal communication consent and approvals shall be considered invalid only writing/ email communication will be considered valid by the organizer. The dispute, if any, are subject to be settled only by the law agencies under the jurisdiction of Mumbai, India.



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## 12. Personal Information Collection

- a) We collect personal information you provide such as name, address, email, and payment details. This information is necessary for the operation of the platform and is not shared with third parties except as required to complete transactions.
- b) Your information is used to facilitate sales on the platform, to communicate with you, and to comply with legal requirements.
- c) We take reasonable precautions to protect your information from unauthorized access, alteration, or destruction.
- d) We may share your information with service providers under contract who help with parts of our business operations, such as payment processing, fraud prevention, Promotional activity, website, social media activity etc.

# APPLICATION FORM

We would like to apply for participation in Art Buy Click, and agreed with terms and conditions mentioned here in the Application Kit and at [www.artbuyclick.com](http://www.artbuyclick.com)

NAME: \_\_\_\_\_ MOBILE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ID: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

INSTAGRAM ID: \_\_\_\_\_ FACEBOOK ID: \_\_\_\_\_

ART FORM: \_\_\_\_\_

## DESCRIPTION OF YOUR WORK AND YOURSELF

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## MEMBERSHIP PLAN:

BASIC:  PREMIUM:  PROFESSIONAL:

I hereby declare that the information above is true to the best of my knowledge and belief and I agree with the terms & conditions of the website "Art Buy Click" , organization Exhobuzz Pvt Ltd and the website policy mentioned on [www.artbuyclick.com](http://www.artbuyclick.com)

DATE:

SIGNATURE:



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