

ARTCOSMOS user agreement

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Preamble

ARTCOSMOS.com is a marketplace for the democratization of art – we believe art is for everybody so we aim to bring together people who love art with amazing artists and their affordable art.

The following user agreement is valid for your usage of our platform www.ARTCOSMOS.com, as well as all related websites and social media offerings (which include, but are not limited to, related accounts on YouTube, PinInterest, Twitter and Facebook). The agreement is entered between you as member (in your facility as buyer/customer or seller/artist) and the provider of ARTCOSMOS.com, artist-cosmos GmbH, Bruckersche Strasse 193a, 47839 Krefeld (later referred to as “artist-cosmos”, “ARTCOSMOS.com”, “ARTCOSMOS” or “we”).

The following additional policies and documents also form part of this user agreement:

- [ARTCOSMOS principles](#)
- [ARTCOSMOS data protection and privacy policy](#)
- [ARTCOSMOS fees](#)
- [ARTCOSMOS impressum and disclaimer](#)

Before you may become a member of ARTCOSMOS.com or any other website managed by artist-cosmos, you must read and accept all of the terms and conditions in, and linked to, this user agreement. We strongly recommend that, as you read this user agreement, you also access and read the linked information. By accepting this user agreement, you also agree that your use of some related websites or services we operate may be governed by separate user agreements and privacy policies. The agreement that applies on any of our domains and subdomains is always the agreement that appears in the footer of each website menu. The user agreement constitutes a legally binding agreement between you and ARTCOS-

MOS. Some of our websites, services and tools may have additional or other terms that we provide to you when you use those sites, services or tools.

§ 1 buyer protection and return policy

We believe that all our members will behave according to the [ARTCOSMOS principles](#) of fair treatment to make purchases facilitated ARTCOSMOS satisfying for both parties. Still when buying on ARTCOSMOS, we offer you as buyer an additional protection.

Most valid complaints occur within few days of the expected delivery date of your artwork purchased and are related to the shipping quality or the artwork condition upon arrival, for example:

- the artwork does not arrive,
- the artwork is broken,
- the artwork is not as described or shown on the pictures.

Therefore ARTCOSMOS will hold the price you paid for your artwork until 5 days after we can conclude the artwork has arrived at your place and you have not listed a valid complaint. ARTCOSMOS will contact you when we conclude that the artwork has arrived via your registered email account and inform you about the beginning of your complaint period. You can report complaints by clicking a link provided in the email or at any time in your order overview in our system.

Only after the complaint period has passed without a valid complaint being listed will we transfer the money to the artist.

§ 2 ARTCOSMOS services

2.1. Platform services

Under this contract ARTCOSMOS offers artists an online platform (www.ARTCOSMOS.com) to promote themselves as artists and sell their artwork. The core services of the platform include:

- artist profile – complete profile with videos and texts for our visitors to better understand you and your art
- artwork community – not only showing your artworks to our visitors but to interact with them by commenting, rating, sharing and curating them
- Shop functionalities and customer service - these services do not include invoicing and shipping processes which remain the responsibility of the artist.

2.2. General artist and platform promotion

In order to increase the publicity of the platform and of the listed artists, ARTCOSMOS offers and actively maintains a series of social media promotion channels. These channels are also open for artists to upload their content and share it with the combined audience.

Artcosmos also reserves the right to promote and market artworks through the use of sales promotion and / or discounts. The sale or discount amount will apply to the listing price of artwork. After the discount code is deducted from the sales price, our usual commission of 30% will be applied.

2.3. Special Promotions

We are constantly looking for additional possibilities to promote you and your artworks. These special promotions are not covered under 2.2 and might lead to additional costs. In case we want to run a special promotion for which we need your financial contribution, this will need to be separately negotiated and agreed between you and ARTCOSMOS.

These special promotional activities can include (non-exclusive):

- Artist specific sales promotions,
- Special artist features (like homestories, exhibition reports) produced by ARTCOSMOS or its subcontractors,
- Trade fair participations and other.

Your participation in special promotions where ARTCOSMOS requires an additional contribution is voluntary and requires a separate “Special Promotion Agreement” between you and ARTCOSMOS before the start of the promotion, which will define the details of the promotion and your exact contribution (financially and content).

Special promotions which ARTCOSMOS conducts without requesting a cost participation from you do not require a special agreement and fall under the “General artist and platform promotion” outlined under 2.2. The act to perform special promotions without a request for cost participation does not limit ARTCOSMOS’s rights to request cost participation in future cases.

2.4. Transaction services

Under this agreement ARTCOSMOS will facilitate the sales transactions between you and the customer. ARTCOSMOS will provide the following transaction services:

- Managing the communication between an artists and the customer regarding the purchase and delivery of artworks,
- Facilitating the payment process between customer and artist in accordance with the ARTCOSMOS buyer protection policy.

The acceptance of the offer is the solitary right and can only be made by the artist. The sales transaction takes place entirely between the artist and the customer, ARTCOSMOS only provides the above named services to facilitate the transaction.

§ 3 ARTCOSMOS fees

Our goal at ARTCOSMOS is to enable people who love art to own amazing art and enjoy it in their own environment. Our aim is achieved when our members conclude the sell of an artwork between them, therefore ARTCOSMOS does only charge commission fees and no uploading or registration fees.

For additional services not covered under 2.1, 2.2, or 2.4 of this user agreement ARTCOSMOS reserves the right to charge special fees. An overview of the fees charged by ARTCOSMOS can be found under: [ARTCOSMOS fees](#).

ARTCOSMOS reserves the right to temporarily or on a case-by-case base reduce or waive the commission or fees. The act to reduce or waive any commissions or fees does not constitute a permanent right for the artist and does not limit ARTCOSMOS's rights to request the standard rates in future cases.

§ 4 Responsibilities of the artist

4.1. Appropriateness of artwork characteristics

ARTCOSMOS.com has a clear claim to provide its customers with artworks which are:

- Handmade or other forms of individual creation;
- Unique or part of a small batch (max. 10 pieces) – in case of a batch, batch sizes need to be clearly indicated;
- Artist possesses all design copyrights;
- Artwork may not contain hazardous materials, materials with potential allergical features need to be disclosed in the material description;
- Artworks need to match the material description provided.

You as artist commit yourself to upload only artworks which fulfill the before mentioned criteria. A repetitive failure to comply with this rule may be considered as an abuse of the ARTCOSMOS (5.1. Abusing ARTCOSMOS).

In case the non-compliance is reported through the community on the platform, the artist is responsible to provide evidence that the artwork fulfills the above mentioned artwork characteristics.

4.2. Active participation

As part of this agreement artists commit themselves to active participation on the platforms provided by ARTCOSMOS. A commitment to actively participate on social media is not included and can only be required based on a special agreement between the artist and ARTCOSMOS.

Active participation on the platform includes (non-exclusively) the following:

- Timely response to customer sales orders
Unless the artist has informed ARTCOSMOS as being absent, it is his / her duty to timely respond to customer sales orders. The target reaction times are as follows:
 - 1.) Acceptance or decline of the customer offer – within three (3) working day after offer submission.
 - 2.) In case of acceptance – dispatch of the artwork within two (2) working days after acceptance of offer.
- Active information about absence
In case artists are not able to handle customer offers for a period of more than one day or over the weekend, they should provide a information about their absence (starting date and end date) so that ARTCOSMOS can inform customers during the order process about expected delays.
- Correct sending of artworks
Artists are requested to send the sold artwork according to the delivery options chosen by the customer.

- Timely payment of provider invoices

Amounts invoiced by ARTCOSMOS and not deducted from payments to the artist have to be paid to ARTCOSMOS within less than 10 working days after issuing of the invoice.

§ 5 Using and abusing ARTCOSMOS sites and services

You may not use our sites and services if you are under the age of 18 or if you are not able to form legally binding contracts, or if your ARTCOSMOS membership has been suspended.

While using ARTCOSMOS, you will not:

- post, list or upload content or items in an inappropriate category or area on our sites;
- breach any laws, sell any counterfeit items or otherwise infringe the copyright, trade mark or other rights of third parties;
- breach our policies;
- fail to deliver payment for items purchased by you, unless you have a valid claim under the ARTCOSMOS buyer protection policy;
- fail to deliver items purchased from you, unless you are not provided with evidence of the buyer's payment reservation. All sellers are advised to retain proof of delivery;
- circumvent or manipulate our fee structure, the billing process, or fees owed to ARTCOSMOS;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- take any action that may undermine the feedback or rating systems (such as displaying, importing or exporting feedback information to non-ARTCOSMOS sites or using it for purposes unrelated to ARTCOSMOS);
- transfer your ARTCOSMOS account (including feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm ARTCOSMOS, or the interests or property of ARTCOSMOS users;
- copy, modify, or distribute rights or content from our sites, services or tools or ARTCOSMOS's copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

If you are registering with ARTCOSMOS as a business entity, you have to represent that you have the authority to legally bind that entity. If you are trading as a business on ARTCOSMOS, you must comply with all applicable laws relating to online trading.

We reserve the right to limit your activities on our sites (including, without limitation, restricting the number of items you may list on our sites), if we think that such restrictions will improve the security of the ARTCOSMOS community or reduce our or another ARTCOSMOS user's exposure to financial or other liabilities.

We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time or to modify or discontinue ARTCOSMOS sites. You agree not to hold ARTCOSMOS responsible for any loss you may incur as a result of ARTCOSMOS taking this action.

5.1. Abusing ARTCOSMOS

ARTCOSMOS and the ARTCOSMOS community work together to keep our sites and services working properly and the community safe. Please report problems, offensive content and policy breaches to us.

We do our best to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify us and we will investigate to the best of our abilities.

Without limiting other remedies, we may issue you with warnings, limit, suspend, or terminate our service and user accounts, restrict or prohibit access to, and your activities on, our sites (including, without limitation, cancelling pending orders and removing listings), delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you off our sites if:

- we think that you are creating problems (including, without limitation, by harassing ARTCOSMOS staff or other users or by making unreasonable legal threats against ARTCOSMOS), or exposing us or another ARTCOSMOS user to financial loss or legal liabilities;
- we think that you are infringing the rights of third parties (including, without limitation, intellectual property rights of third parties);
- we think that you are acting inconsistently with the letter or spirit of this agreement or our policies (including, without limitation, conducting off-ARTCOSMOS transactions, feedback manipulation, circumventing temporary or permanent suspensions or users who we believe are harassing our employees or other users);
- despite our reasonable endeavors, we are unable to verify or authenticate any information you provide to us;
- you receive more than 3 warnings for failure to comply with your artist responsibilities (§ 4 Responsibilities of the artist).

You agree not to hold ARTCOSMOS responsible for any loss you may incur as a result of ARTCOSMOS taking any of the actions described above.

5.2. Compensation in case of breach of this agreement

You agree that you will only use our sites and services in accordance with this agreement. You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this agreement or your violation of any law or the rights of a third party.

5.3. No spam or inappropriate content

You may not use our communication tools to send spam or otherwise send content that would breach our user agreement. We may automatically scan and manually filter email or other messages before they are sent via our communication tools for spam, viruses, phishing attacks and other malicious activity or illegal or prohibited content.

To report spam or inappropriate content from other ARTCOSMOS users, please contact ARTCOSMOS user support (info@ARTCOSMOS.com.)

§ 6 Provider rights and rights ownership

6.1. Use of material published on www.ARTCOSMOS.com and related social media

ARTCOSMOS is allowed to use all material published by you on the above named platforms or any related social media for the promotion of the platform as well as the promotion of our artists.

In order to protect the content posted from unauthorized distribution we are allowed to mark all media with our watermark or similar signature.

§ 7 Duration and termination of the contract

7.1. Duration of the contract

The contract is valid for one year (contract year = 365 days) and will be automatically prolonged by one year unless one party cancels the contract. Cancellations can come via account cancellation in the system (user cancelling) or have to be announced in writing to the registered email address of the user (cancellation by ARTCOSMOS).

7.2. Termination due to non-compliance

In order to provide all members with an adequate service, ARTCOSMOS reserves the right to terminate the contract of artists who have received three or more “non-compliance notices” for not complying with the obligations outlined in this contract within less than 12 month or if the incidents causing the three “non-compliance notices” form more than 25% of sales incidents in the period between first and third notice.

§ 8 General Provisions

If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

In our sole discretion, we may transfer our rights and obligations under this agreement after notification (but without your prior express consent), provided that we assign the agreement on the same terms or terms that are no less advantageous to you.

Section headings are for reference purposes only and do not limit the scope or extent of such section.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this agreement.

We may amend this agreement at any time by email, by posting the amended terms on this site, or by any other method used to communicate with you in writing for which we can safely assume your access to our message. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted.

The agreement, and the policies which form an integral part of this agreement, is the entire agreement between the parties.

The following sections survive any termination of this agreement: fees and services (with respect to fees owed for our services), provider rights, liability, compensation and legal disputes.

The agreement falls under German legislation. In case of legal disputes the responsible court is the court responsible for the company's registered office.

If you have any questions about this user agreement, please refer to the frequently asked questions about the user agreement. If that document does not answer your questions, please contact us under: info@ARTCOSMOS.com.

End of ARTCOSMOS user agreement

Version 2

Valid from August 20, 2018