

ARTCOSMOS buyer protection policy

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Preamble

Please note that the ARTCOSMOS buyer protection policy applies only to the transaction - it is not a product warranty of any kind or a solution for buyer's remorse (that is, the item delivered was as described in the listing, but the buyer no longer wants the item regardless of the reason). The ARTCOSMOS buyer protection policy is subject to the terms of the [ARTCOSMOS user agreement](#).

When buyers and sellers are involved in the ARTCOSMOS buyer protection process, ARTCOSMOS may (if deemed necessary) provide or give them access to each other's names, user IDs, email addresses, other contact information, and other information relating to the case, including without limitation, any relevant documentation obtained from a third party.

Buyers and sellers permit us to make a final decision, in our sole discretion, on any case opened under the ARTCOSMOS buyer protection policy.

Buyers who we believe are attempting to commit or are committing fraud are governed by the **abusing ARTCOSMOS** section of the [user agreement](#). Fraud in this case can include, but is not limited to, bringing cases that are not backed by a good faith dispute or any other means by which one can unjustly benefit from ARTCOSMOS buyer protection.

Buyers who abuse ARTCOSMOS are subject to our remedies as described in the user agreement. In addition, we reserve the right to temporarily, indefinitely, or permanently suspend your coverage under the ARTCOSMOS buyer protection policy, immediately and without prior notice, if you are suspended from using the ARTCOSMOS managed returns process or if we suspect abuse; excessive cases; tampering; colluding with the proper working of ARTCOSMOS buyer protection.

Purchases which are shipped to another location after they had been received at the buyer's address specified in the ARTCOSMOS order details page are excluded.

§1 ARTCOSMOS buyer protection period and process

At ARTCOSMOS we believe, that most valid complaints can be discovered within 5 days of the expected delivery date of your purchased artwork. Therefore we have designed our ARTCOSMOS buyer protection policy to cover you up to this critical point even beyond your general legal rights, to make your purchase here as hassle free as possible.

In case you discover any issues with your artwork after the period covered by our special buyer protection policy you are still covered by your general legal rights, but then you need to settle your claim with the artist directly.

Under our buyer protection we retain your payment for the period up to 5 days after the date at which we can safely assume that your artwork has arrived. Only after the time is passed and you have not issued a valid complaint will we release your payment to the artist.

After we can safely assume the artwork has arrived at your home we will send you an email to inform that the complaint period has started and that ARTCOSMOS will forward your payment to the artist after the period has passed without a valid complaint being registered.

You can register a complaint by:

- a.) replying to the email we have sent you
- b.) sending an email to support@ARTCOSMOS.com with the title "complaint"

When registering a complaint, please list in the email your order ID and a description of your complaint together with visual proof (photo, video) where possible.

§2 Assumption of artwork arrival

We assume that an artwork has arrived when either:

- a.) the tracking code provided with the shipment proves that the artwork has delivered
- b.) the shipping period stated by the artist for the method of shipment you have selected has passed

Since the complaint period only starts after we have sent you an email to your registered email address you don't need to be afraid that your chance to issue a complaint would pass unnoticed if you don't keep track of the estimated shipping time.

§3 Valid complaint under the ARTCOSMOS buyer protection policy

As a buyer, you can open a case under the ARTCOSMOS buyer protection policy when all of the following are true:

- 1.) You completed a purchase of an eligible item on ARTCOSMOS.com and started the ARTCOSMOS buyer protection process within 5 days from the receipt of our email.
- 2.) There is a good faith dispute between you and the seller regarding the item. A good faith dispute can include cases such as:
 - You did not receive the item in the estimated delivery time provided on the **order details** page. This period may lengthen for example, due to a natural disaster, national emergency, labor strike or governmental act.
 - You received an item that was either not described or different from the one described in the listing (for example, you purchased a statue, but received a painting).
 - You received an item that was damaged during shipping.

§4 Solution of a case under the ARTCOSMOS buyer protection policy

In your role as artist or buyer you permit us to make a final decision, in our sole discretion, on any case opened under the ARTCOSMOS buyer protection policy.

ARTCOSMOS and the artist will have a reasonable amount of time, as specified in the reply from ARTCOSMOS but minimum 30 days, from when the buyer contacts ARTCOSMOS to resolve the buyer's issue. During this time the buyer and the seller consent to ARTCOSMOS retaining the payment.

If the buyer has an item not received issue, then a resolution could include:

- responding to the issue by providing proof of delivery, or
- coming to an agreement with the buyer to deliver, and actually delivering, the item or a replacement item or
- cancelling the reservation on the buyer's credit card or PayPal account.

If the buyer has an item not as described issue (with the exclusion of "item looks different" – which is expressly excluded from buyer protection), the resolution could include:

- responding to the issue by providing proof to ARTCOSMOS that the item was described accurately and consistently throughout the listing and all associated communication
- agreeing to deliver, and actually delivering, a replacement item after the buyer returns the initially delivered, if this is what the buyer prefers
- cancelling the reservation on the buyer's credit card or PayPal account.

If the case meets the requirements of the ARTCOSMOS buyer protection policy, we will review all relevant information to determine if the case is ready for resolution. Depending upon the nature of the case, resolution may not be proper at that time. For example, if the item is still in transit, we may ask the buyer to wait.

If we don't hear back from the buyer within an appropriate time during the resolution process, we will solve the issue in favor of the artist and pay out the amount to the artist.

§5 How sellers may be protected from losing a case

For eligible item not received cases, sellers are protected from losing a case if they ship within their stated handling time and provide tracking information. To be protected, the tracking information will need to show proof of delivery from a shipping company that clearly displays:

1. the delivery status of the item as "delivered"
2. the date of delivery (which reflects the seller shipped within stated handling time)
3. the recipient's address, displaying at least the city/state or ZIP code (or the equivalent) of the address provided by the buyer.

For eligible item not as described cases, sellers may protect themselves from losing a case if they provide clear documentation that the item was described accurately and consistently throughout the listing and all associated communication. Small defects or inconsistencies can be part of personality of an artwork but need to be openly communicated and well described.

§6 Protection after the initial ARTCOSMOS buyer protection period

If a complaint occurs after the protection period of the ARTCOSMOS buyer protection policy, that is after ARTCOSMOS has finally released the payment to the artist, the buyer still has the protection from the applicable consumer laws of the customer country.

End of the ARTCOSMOS buyer protection policy

Version 2

Valid from August 21, 2018