

## ARTEBY'S TERMS AND CONDITIONS

The following Terms and Conditions (hereon referred to below as 'Terms and Conditions') govern the full use of the Platform "**Artebys.com**":

1. **Definitions:** In the following Terms and Conditions, the terms listed below have the following meaning used in the singular or the plural:
  - 1.1. **Account:** the user profile section on Artebys.com which contains user details entered during registration or retrieved from social media account -Facebook
  - 1.2. **Arteby's:** Artebys Ltd., a limited company registered in England & Wales (Company Registration Number: 10083554).
  - 1.3. **Auction Fee:** the fee which Arteby's charges to buyers and sellers. The auction fee for sellers is 13% and buyers is 8%. The auction fee includes VAT.
  - 1.4. **Bid:** the bid amount that a User confirms by clicking the PLACE BID button on the bidding page. All bids are binding and exclude the auction fee and shipping charges.
  - 1.5. **Buyer:** a platform user who agrees to a contract of sale with the seller. The buyer is the highest bidder on a concerned lot.
  - 1.6. **Commercial Seller:** Any user who registers as a legal entity before selling an item that is related to his trade.
  - 1.7. **Contract of Sale:** the contract that comes to effect when a buyer has made the highest bid on a lot offered by a seller.
  - 1.8. **Lot:** refers to item or items that the Seller offers for sale on the Platform (Artebys.com).
  - 1.9. **Online Auction:** the timed auctions that appear on the platform. The timed auctions are automated and reverse for 7 days.
  - 1.10. **Platform:** refers to **artebys.com**
  - 1.11. **Reserve Price:** the minimum price below which the item will not be sold. Reserve price may be pre-agreed with the concerned seller.
  - 1.12. **Seller:** users who offer an item to be sold on the platform under various categories by completing a consignment form. A seller may be a natural person or legal entity.

- 1.13. **Seller Form:** form (containing description, photos, condition etc.) which sellers are required to fill to submit a lot
- 1.14. **Service:** any services rendered by Arteby's in relation with the platform described in these terms including but not limited to platform provision for bidding on seller lots etc.
- 1.15. **Shill bidding:** where the seller of an item, or someone known to the seller, places a bid in order to increase the price of the item
- 1.16. **User:** any natural person or a legal entity that creates an account on the platform after agreeing the following terms and policies of the platform.
- 1.17. **User Information:** information on the Online Platform that is provided by Users in connection with lots including but not limited to descriptions of Lots, photographs, specifications, opinions etc.

## 2. Changes to Terms & Conditions

- 2.1. The following terms govern the platform or any services rendered in connection with the platform. The user accepts these terms and conditions when creating an account and/or using the platform or any related services.
- 2.2. Arteby's is entitled to amend the Terms and Conditions at any time. Any changes to terms and conditions will be notified to users. If the user continues to use the platform after changes to the terms and conditions, the user thereby agrees to accept the amended terms. The user must stop using the platform if he does not agree with the amended terms.

## 3. General

- 3.1. Arteby's strives to maintain website availability at all times, yet it is not bound by any obligation to do so. The website access may get impacted or disrupted due to any maintenance, updates or any other technicality.
- 3.2. The user thereby accepts that the platform or related content is liable to modification without notice and does not include any explicit or tacit guarantees of any kind. Arteby's expressly excludes any guarantees, undertakings including but not limited to quality, safety, correctness etc. Arteby's will not be liable for any loss or compensation in relation to above.
- 3.3. The user agrees to the following:
  - Arteby's role is limited to hosting the platform (website operator) and the platform and services act only as a means of communication intended to grant access to users to buy and sell online. Arteby's has no control over the quality or correctness of the lots that are offered. In addition, Arteby's has no control over the buyer's ability to

purchase lots and seller's authority to offer items. The lots offered are the sole property of the seller who has offered them up for sale. Arteby's does not transfer any rights of ownership. Arteby's creates an invoice on seller's behalf. The user indemnifies Arteby's insofar as possible against any liability under The Misrepresentation Act 1987 or The Consumer Protection Act 1987 or any statutory re-enactment thereof.

- The user agrees not to use shill bidding where the seller of an item, or someone known to the seller, places a bid in order to increase the price of the item.
- The user guarantees that he will not amend or try to manipulate or harm the platform or its services in any possible way

#### **4. Registration**

- 4.1. The user must create an account on the platform before buying or selling. Alternatively, the user has an option to use Facebook account for the purpose of registration. By registering on the platform, the user warrants towards Arteby's that the information he provides is true, complete and up to date.
- 4.2. Every user who is registered on the platform must provide additional information when selling for first time through the online platform. Any individual or legal entity can sell via Arteby's. Commercial sellers must provide company details and relevant registration number.
- 4.3. Commercial sellers are obliged to provide accurate information before selling. A " Pro" logo is designated to a commercial seller which appears on the bidding page and visible to bidders. This is done to provide transparency to users about the status of our sellers.
- 4.4. All commercial seller must indicate their VAT number and other company details before selling items. Additionally, commercial sellers must inform Arteby's by emailing [info@artebys.com](mailto:info@artebys.com) if they wish to receive a VAT adjusted invoice. Arteby's, wherever applicable, will invoice under the UK auctioneers margin scheme <https://www.gov.uk/government/publications/vat-notice-7182-the-vat-auctioneers-scheme>. Auction fee are inclusive of VAT. The Sellers also indemnifies Arteby's against any claim bought by third party due to inaccuracy of information or any other.
- 4.5. The users agree not to create an account on behalf of any other person or entity. Forgotten passwords are managed by emailing to the registered email provided at the time of registration. The user indemnifies Arteby's against any damage or misuse of email or password. Arteby's will always assume that any login is done by the registered owner. The user must notify to Arteby's as soon as possible if the user believes that his login details have been stolen or misused.

## 5. Selling

- 5.1. The accepted value of a lot on the platform is minimum USD 100. However, acceptance of any items is at the sole discretion of Arteby's. It is the responsibility of the seller to provide accurate information. Arteby's cannot be held liable for any loss or claim by the buyer. Arteby's estimates are based on the information and pictures submitted by the user. Hence, Arteby's does not guarantee any correctness and accuracy of estimates of the item. Thus, Arteby's does not accept any liability arising from any claims arising from any lot sold by the user. Arteby's at its discretion may or may not apply a reserve price after agreeing with the user.
- 5.2. The seller must clearly indicate the most competitive cost of shipping on the shipping form. It should also be clearly mentioned if the item can be picked up only. All such information is required on the seller's form. The seller accepts to provide the following information
  - a correct, complete and accurate description of the Lot
  - Provenance and condition report
  - Shipping cost across the world
  - Detailed photographs
  - VAT details
- 5.3. The seller accepts that any offered lot is a second hand item or an antique item. Arteby's is neither responsible nor liable for the description of Lots. The Seller accepts that Arteby's may make changes to or add to the description of the Lot offered. The seller indemnifies against any claims brought by the Buyer arising due to any information or discrepancy in description.
- 5.4. The Seller may withdraw Lot/s until the item has been allocated to an auction. Each seller receives an approval email and an email when the item has been assigned to an auction. After such time, the Seller will be fully liable for any damage or claim. Any statutory regulations will be added or notified on the online platform.
- 5.5. The Seller agrees to exclusively offer lot on the platform and not promote it via other sales channels.

## 6. Online Auction & Bidding

- 6.1. All users must ensure full understanding of the functionality and procedures of the platform. Arteby's auction/s are timed and run for 7 days. Users can bid anytime during the auction. Any bids placed in the last minute, increases the timer by 60 seconds. Users can place maximum bid during the time of the auction. When no competitive bids have been placed, any maximum bid greater to or equal to the reserve will result in current bid equalling the reserve price.

- 6.2. Arteby's is entitled to stop bidding during any time of the auction. Any such event will likely be due to technical or unexpected reason. Arteby's will ensure that all users are provided a reasoning following such event. However, Arteby's will not be liable for any claim or loss incurred by the user.
- 6.3. Bids can be placed in USD or GBP. Our base currency is Dollars. When user converts to GBP, the conversion rate applicable is the one at the start of auction. Arteby's will freeze the currency conversion rate at the beginning of each auction. This rate applies throughout the auction and the invoice are generated at the conversion rate that was applicable at the start of the auction. Hence, sellers accept any discrepancy in payments due to difference in exchange rate at the start of auction and the time of payment. The bid increments as below:

**BID INCREMENT TABLE**

Current bid from \$	to \$	bid step \$
\$ 1	\$ 100	\$ 5
\$ 100	\$ 200	\$ 10
\$ 200	\$ 500	\$ 20
\$ 500	\$ 1000	\$ 50
\$ 1000	\$ 2000	\$ 100
\$ 2000	\$ 5000	\$ 200
\$ 5000	\$ 10000	\$ 500
\$ 10000	\$ 20000	\$ 1000
\$ 20000	\$ 50000	\$ 2000
\$ 50000	\$ 100000	\$ 5000
\$ 100000	>\$ 100000	\$ 10000

- 6.4. The buyer agrees that no contract of sale can take place if the item reserve has not been met. Further, users agree to provide additional verification associated with certain premium categories where additional identification is needed.

## 7. Payment

- 7.1. An invoice, on behalf of the seller, is sent to the highest bidder after the auction has ended. Additionally, a post-sale receipt is delivered to the seller on his email. The invoice and receipt indicate lot description, VAT, shipping cost and commission details. Arteby's follows the guidelines of UK auctioneers margin scheme to generate invoices and post-sale receipts. Arteby's auction fee include VAT but exclude any other taxes or duties that may be The commission (or auction fee) is indicated separately.

- 7.2. The buyer agrees to pay the full amount as indicated in the invoice. It is seller's responsibility to ensure that invoices are correct and complete. Arteby's does not accept any liability whatsoever in that respect.
- 7.3. The buyer must pay the invoice to Arteby's within the defined time. An email reminder is sent to the buyer if he fails to pay within the specified time. After this, Arteby's may utilize a third-party collector in connection with late payment. The seller indemnifies Arteby's of any loss or damage including artist resale fee that may apply during the contract of sale.
- 7.4. In the event where Buyer fails to comply with his payment, the Buyer will be liable for any and all damage and costs that Arteby's sustains and/or incurs. Also, the buyer will be liable to compensate Arteby's for the auction fee lost from the seller.
- 7.5. Arteby's will pay out to the Seller only after it has received the invoice payment from the Buyer. The net payment (deducting auction fee) will be paid out within four weeks after the seller has shipped the item. Arteby's will be entitled to suspend payment to the Seller, in the event that the Buyer has given notice of a dispute due to, including but not limited to, damage and/or discrepancy in lot.

## **8. Shipping & Delivery**

- 8.1. The Seller is responsible for shipping the Lot to the Buyer. The shipping cost must be reflected by the seller when completing the seller's form. The Seller is obliged to send the Lots sold to the Buyer in a well packaged way within 3 working days after being notified of invoice payment by Arteby's. If the shipping indicated is less than the actual price, the seller must ensure that he refunds the extra amount by notifying to Arteby's.
- 8.2. The Lots sold must be sent by registered mail or courier companies with tracking facility. The seller must use the notification button on the platform to notify Arteby's once the item has been shipped. The seller is liable for any damage or loss until confirmed delivery at the address of the buyer. Arteby's will only accept a received signature as a proof of receipt.
- 8.3. In an event, whereby the seller fails to deliver the items, Arteby's will be entitled to dissolve the contract of sale. Arteby's will not be liable for any loss or damage incurred to the buyer. Arteby's will notify the seller of default and the Seller's obligation will include compensating the Buyer's damage, including any payment received from Buyer through Arteby's. Arteby's will not refund the invoiced Price to the Buyer until Arteby's has received the payment from the Seller. Further, the seller will also be liable for paying Arteby's auction fee lost due to seller's default.
- 8.4. The buyer accepts that some import duties or taxes may be due on the items. Any additional taxes or cost such as import duty, clearing fee at customs etc. not indicated on the invoice are

responsibility of the buyer. The buyer is obliged to pay all additional cost within stipulated time.

- 8.5. Any complaints and disputes between the Seller and the Buyer must be reported to Arteby's. The Buyer and the Seller must resolve disputes between themselves, if necessary Arteby's will make reasonable efforts to mediate between the Seller and the Buyer. In the event where Arteby's still holds the purchase price, the buyer and seller thereby accept that Arteby's may decide appropriately by either refunding it to the seller. Arteby's will not be liable for any damages or loss incurred either by the buyer or the seller.

## **9. User Information**

- 9.1. The user accepts that he is solely responsible for the accuracy and content of User Information, and agrees to keep it up to date. The User retains Intellectual Property Rights to the user information however grants Arteby's a free, unlimited and unencumbered license to use or market the User Information to the public globally for all purposes deemed necessary by Arteby's including but not limited to marketing, or other promotions.
- 9.2. The user guarantees that 1) he is entitled to grant free and unlimited right of any user information provided to Arteby's, 2) the user information is not misleading or discriminatory in regard of sex, age, race etc. 3) the user information does not infringe any Intellectual property, privacy right 4) the user information does not contain any unlawful information or images such as adult content, abuse etc. Arteby's is not liable towards any fees, payment, tax or any other liability arising from the user information.
- 9.3. If the User is of the opinion that certain User Information is unlawful, the User can report this to Arteby's by emailing [info@arteby.com](mailto:info@arteby.com) . Arteby's retains the right to remove User information from the Online Platform, to shorten it or otherwise change it without accepting any responsibility or liability for its contents, without being held liable for any damage and without being obliged to pay any compensation. This article does not affect Arteby's other rights and authorities and Arteby's retains the right to take other (legal) measures, including - but not limited to - providing the User's personal data to third parties.

## **10. Intellectual Property Rights**

Any texts, images, software, layout, design, look and feel etc. used on the online platform or during any services associated with platform is the sole property of Arteby's and the Intellectual Property Rights associated with it lie with Arteby's or its licensors. Arteby's grants its users a limited and personal, non-transferable right, to use the online platform or services in the way as prescribed and available on the platform. Nothing in these terms and conditions indicate any transfer of any intellectual property rights to the user. The user cannot copy or publish any user information, services or the platform itself for any commercial use unless given a written consent by Arteby's.

## 11. Resale Right

- 11.1. The user agrees that some items may be subject to the Droit de Suite or Artist's Resale Right, which took effect in the United Kingdom on 14th February 2006. We are required to collect a royalty payment for all qualifying works of art. The Buyer is obliged to pay the Resale Right Royalty through Arteby's, by paying it along with the winning bid and auction fee.
- 11.2. Resale Right Royalty will not apply to works where the hammer price is less than €1,000 (euros). The charge for works of art sold at and above €1,000 (euros) and below €50,000 (euros) is 4%. For items selling above €50,000 (euros), charges are calculated on a sliding scale. All royalty charges are paid to the Design and Artists Copyright Society ('DACS'). More information on Droit de Suite is available at [www.dacs.org.uk](http://www.dacs.org.uk).
- 11.3. If the Resale Right Royalty was not charged by mistake, Arteby's will inform the buyer to pay the Resale Right Royalty. The buyer indemnifies Arteby's against any claims and agrees to be liable for any claims in the matter.

## 12. Data Collection

Arteby's will use the personal information provided for the purpose of managing the platform. The user agrees that Arteby's can process the data, in a manner, as is necessary for provision of the platform services. Arteby's will implement appropriate technical measures to protect personal data against unauthorized processing. Please ensure you read our privacy policy document.

## 13. Unlawful Material or Information

- 13.1. Arteby's is not liable for any damage or losses incurred due to unlawful use of the platform or any services rendered in relation to the platform. Any person or any user has a responsibility to notify Arteby's regarding any unlawful material via [info@artebys.com](mailto:info@artebys.com) or through the contact form. Arteby's will take appropriate measures to protect the privacy of the party making the report and all information will be handled confidentially.
- 13.2. Arteby's has the complete right to remove any User information or block any activity that may directly or indirectly harm Arteby's interest relating to the online platform or any related services if it has valid reasons to doubt the correctness of the report. Arteby's will, subject to correctness and validation of the report, take up legal means that may require a court decision where user information is deemed unlawful. The user indemnifies Arteby's (including management, directors, employees, representatives, associated companies, and legal successors) against any claim by third parties in connection with the user information.

## **14. Liability**

Arteby's (including associated companies, management, directors, employees, representatives and legal successors) accept no liability that results from any services rendered via platform included but not limited to:

- Any loss or damage resulting from connection with the use of online platform and/or the Service or from wrongful acts or otherwise, in so far as this is permitted pursuant to mandatory law.
- Any loss or damage originating from or during contract of sale between the buyer and seller. This also includes buyer's inability to pay or less money paid for purchased lot.
- Any loss incurred due to shipping or late arrival. Shipping is handled by seller directly.

## **15. Guarantees and Indemnifications**

- 15.1. The User indemnifies Arteby's and accepts full liability arising for any damages or loss due to (i) any breach in the performance of the Terms and Conditions by the User, (ii) any damaging action of the User in the use of the Service or (iii) a wrongful act. The user will be liable for any cost or compensation arising from such claims.
- 15.2. The User agrees and guarantees the Information shared is his own and there is no third party involvement which can claim Intellectual property rights. The user guarantees that the user information does not infringe or conflict with any rights of any individual or company or any other third party.
- 15.3. The User indemnifies Arteby's (including associated companies, management, directors, employees, representatives and legal successors) against all claims of third parties in respect of compensation of or any loss/damage due to user information, his use of the Online Platform, the Service and/or a breach of these Terms and Conditions including Intellectual Property Rights.

## **16. Termination of Terms and Services**

The User has the right to discontinue use of the platform or any services any time by emailing to [info@artebys.com](mailto:info@artebys.com) requesting account termination. We will remove you from the platform as soon as possible. However, Arteby's may refuse the deletion of any Account if any obligations remain unfulfilled such as pending payments etc. Arteby's will in no way be liable or liable for compensation towards the User for this.

## **17. Governing Law**

- 17.1. The above Terms and Conditions, Artebys.com and use of Platform, any disputes following therefrom, as well as all Contracts of Sale between Sellers and Buyers, shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 17.2. It can also be decided in mutual consultation that a Consumer submits a dispute with Arteby's or with another user to an authority for extrajudicial dispute resolution (<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>). Such consultations will be held by Arteby's in good faith, but it will never be obliged to subject itself to such procedures.

## **18. Contact**

For any questions related to the online platform or these terms and conditions, you can use the following information:

**Artebys Ltd.**

**81 Bellegrove Rd, Welling DA16 3PG**

**United Kingdom**

**Company Registration Number (England and Wales): 10083554**

You can also send an email via the contact form or reach us by emailing on [\*\*info@artebys.com\*\*](mailto:info@artebys.com)