

Terms of Service

These Terms of Service govern your use of the website located at <https://artessere.com> and any related services provided by ARTESSERE LLC.

Artesseere LLC («our», «we», «Artesseere») provides a service for selling, viewing, selling and purchasing original works of art and commercially exploiting digital images of works of art through our website, accessible at www.artessere.com (the “Site”) or mobile application (the “Mobile Application”) together with any services, video content, big data about museums and galleries, software, tools, features or functionality made available by Artesseere LLC (each, a “Service” and collectively, the “Services”).

Please read carefully the following terms and conditions (“Terms”) and our Privacy Policy, which may be found at www.artessere.com (the “Privacy Policy”). These Terms, the Privacy Policy, and any other policies linked to herein, govern your access to and use of the Services, and constitute a binding legal agreement between you and Artesseere LLC.

Certain areas of the Services and your access to certain Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Services or for access to specific Services, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Services.

PLEASE READ THESE TERMS OF PLATFORM CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST FOUNDATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

By accessing <https://artessere.com>, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by ARTESSERE LLC.

We, ARTESSERE LLC, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service is effective as of 07 January 2021.

Eligibility

The Services are intended solely for persons who are reached 18 years or older. Any access to or use of the Services by anyone under 18 is expressly prohibited. By accessing or using the Services you represent and warrant that you are 18 or older.

Account Registration

In order to list a work on the Services or to make a purchase through the Services, you must first Log-In or Sign-Up on www.artessere.com and create an account ("Account" and choose of you are «User», «Artist» or «Representative of museum or gallery») by completing our registration process. During the registration process you will be required to provide certain information. Your email address will be registered as a username. Password you will receive each time a new one in case you logged out from the website www.artessere.com. Upon completion of our registration process or by utilizing our guest checkout option you will become a status as a «User», «Artist» or «Representative of museum or gallery». You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete, for example if you become VAT registered. Artessere reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your email address. You agree not to disclose your personal data you provide on Artessere to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Artessere of any unauthorized use of your Account.

Privacy

See Artessere Privacy Policy at www.artessere.com for information and notices concerning Artessere collection and services and use of your personal information.

Seller Terms and Conditions

Listing Works on the Artessere Art Market Section

As a Seller ("User", "Artist", "Representative"), you may submit listings for original works of art or another goods matched to the category Artessere presents ("Original Works of Art") that you have created and that you desire to sell through the Services. You may not submit listings for Original Works of Art that were created by another artist without his permission, exception the artwork is in your ownership or you represent an artist as a gallery or seller.

As a Member you may also submit listings for digital images of works of art ("Digital Works") that you have created, or its artwork is in your ownership or you represent an artist as a gallery or seller and that you desire to commercially exploit through the Services.

You may not submit listings for Digital Works that were created by another artist without having rights to do its . In order for your listings to be accepted, you must provide Artessere with all the information requested by Artessere and you must comply with any other Artessere requirements as identified to you. Without limiting the generality of the foregoing, if you submit listings for sale you may be required to verify your identity by separately providing Artessere with a copy of a government issued ID, Utility bill, tax identification, VAT ID, or similar documentation and information or and to proceed our online verification process through our first partner. Your listings must be accurate and complete and comply with Artessere's then-current listings content guidelines, which are available at www.artessere.com under guidelines document. Artessere reserves the right to edit any listings to ensure that they comply with these guidelines. You acknowledge that your listings may not be immediately searchable by keyword or category for several hours (or up to 24 hours or more in some circumstances). The placement of your listings in search and browse results may be based on factors that include without limitation title, keywords and price.

You acknowledge that Artessere reserves the right to promote and market Original Works of Art and/or Digital Works through the use of sales and/or discounts. The sale or discount amount will apply to the listing price of Original Works of Art and/or Printed Works (defined below) relating to

the Digital Works. You always retain the right to remove a listing for an Original Work of Art or Digital Work from the Services - please see below for instructions.

If you want to remove a listing for an Original Work of Art or Digital Work from the Services you must go to your account, click on the image you want to delete and then click on Delete and follow the steps set forth on that page.

Responsibility for Works

You acknowledge and agree that you are solely responsible for all Original Works of Art and Digital Works that you make available through the Services. Accordingly, you represent and warrant that: (i) as to Original Works of Art that you make available through the Services, you are the creator of all such Original Works of Arts and you are the sole and exclusive owner of all such Original Works of Art; (ii) as to Digital Works that you make available through the Services, you are either the sole and exclusive owner of all such Digital Works or you have all rights, licenses, consents and releases that are necessary to grant to Artessere the rights in such Digital Works as contemplated under these Terms; and (iii) neither the Original Works of Art or Goods nor Digital Works that you make available through the Services nor Artessere's use and exploitation thereof as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, intellectual property rights or other third party rights, or result in the violation of any applicable law or regulation.

Online Sales

If you submit listings on artessere.com for Original Works of Art, you are selling such Original Works of Art through the Artessere Services and on third party websites and sales channels (collectively "Online Sales") and you hereby grant Artessere a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to: (i) use, reproduce, distribute, publicly perform and publicly display copies of the Original Work of Art sales via the Sales Channels; and (ii) access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Original Work of Art in any form, medium or technology now known or later developed for the purpose of promoting Artessere, the Services. You acknowledge and agree that the foregoing license rights are granted on a royalty-free basis and that your sole compensation for the grant of such license rights, if any, will be in the form of the Artist Revenue Share (defined below), which is payable only upon the sale of an Original Work of Art via the Online Sales channel.

The seller must, within 24 hours, remove the product provided by himself for sale on artessere's website, if he sold this Original Works of Art on another site or way. Otherwise, the seller may be fined or the seller may be disqualified from the site.

If you submit listings for Digital Works, you will permit Members and other third parties to purchase fine art reproductions of the Digital Works (collectively, "Printed Works") through a print-on-demand service, which will be describe separately upon mentioned service will be offered for Seller.

If you submit listings for Digital Works, or any other good mentioend on Art Market section you hereby grant Artessere a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to: (i) use, modify (as appropriate in connection with the print-on-demand services and shipping of Printed Works), reproduce, distribute, publicly perform and publicly display the Digital Works to Members and other third parties via Online Sales and through other offline channels ("Offline Sales"); and (ii) access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Digital Works in any form, medium or technology now known or later developed, for the purpose of promoting Artessete and the Services. You acknowledge and agree that the foregoing license rights are granted on a royalty-free basis and that your sole compensation for the grant of such license rights, if any, will be in the form of the Artist Revenue Amount (defined below), which is payable only upon the sale of a

Digital or Original work or Goods via Online Sales channels and Offline Sales channels. Artessere may appoint one or more third party subcontractors, who may exercise the license rights above for the purpose of enabling Artessere to process and fulfill orders for Printed Works.

If an Original Work of Art and/or Printed Works or Goods are sold via a third party website, the terms and conditions of the third party website will apply to the purchase in question by the applicable purchaser via the third party website. However, as between you and Artessere, these Terms will apply to the sale of such Original Work of Art and/or Printed Work.

Artessere and/or its third party service providers will be responsible for collecting billing and shipping information from the purchaser and for processing payment for such purchases via the Services. For purchases made via third party websites and for Offline Sales, the applicable third party website or Artessere's Offline Sales partner will be responsible for collecting billing and shipping information, as applicable, from the purchaser and for processing payments, and will remit applicable payments relating to such sales as agreed upon between Artessere and the third party website or Sales partner, as applicable, to Artessere and share related shipping information, including the contact details of the purchaser where necessary, with Artessere.

For Original Works of Art and Goods only, Artessere will provide you with the name and address of the purchaser and, unless otherwise instructed in writing by Artessere, you will be responsible for shipping the purchased Original Work of Art directly to the purchaser. Artessere will provide you with information regarding its preferred shippers with which Artessere in case you don't have your own agreement with any other shipping company maintains an account. You agree to ship the purchased Original Work of Art to the purchaser within seven (5) days following the date of purchase (the "Shipping Period"). If you do not ship the purchased Original Work of Art to the purchaser prior to the expiration of the Shipping Period, then the sale may be cancelled. If you ship the purchased Original Work of Art via Artessere preferred shipper account, Artessere will be responsible for the cost of shipping. You are responsible for providing accurate shipping weight, shipping dimensions and shipping address to Artessere if you are using Artessere preferred shipper. If actual shipping weight, shipping dimensions and shipping origination information at the time of shipment varies from the information provided by you, Artessere (after providing documentation) reserves the right to deduct the resulting increased shipping costs from your Artist Revenue Amount (defined below). If you do not ship the purchased Original Work of Art via Artessere preferred shipper or if you pay for the cost of shipping yourself, Artessere will reimburse you for the amount you paid for shipping, up to the amount that Artessere or the third party website charged the purchaser for shipping.

For sales of Original Works of Art via the Online Sales channels, Artessere will credit your Account in an amount to be determined in accordance with Artessere's then-current standard pricing and revenue share terms, which may be found under your account at Artessere and at Seller guideline (the "Artist Revenue Amount"); for sales of Original Works of Art via the Services, subject to Artessere's receipt of confirmation of delivery to the purchaser, Artessere will credit your Account with the corresponding Artist Revenue Share following the expiration of the return period and for sales of Original Works of Art via third party websites, Artessere will credit your Account with the corresponding Artist Revenue Share within a commercially reasonable time after it has received payment from the third party website and the Original Work of Art has been confirmed to have been successfully delivered to the purchaser, as determined by Artessere, in its sole discretion.

As a Seller, you agree to comply with the terms and conditions of Artessere's then-current Return Policy at Seller guideline that are applicable to any Original Works of Art that are sold through the Services.

For sales of Printed Works via Online Sales and Offline Sales, Artessere will credit your Account visible in the Sales Dashboard with the applicable Artist Revenue Amount as set forth in Artessere's then-current standard pricing and revenue share terms.

You will have the right to request Artessere to remit the Artist Revenue Share in your Account in accordance with a Artessere-designated payment schedule. Upon the termination of these Terms or cancellation of your Account, Artessere will remit to you the remaining balance of Artist Revenue Amount in your Account, if any.

If you remove a listing for a Digital Work from the Services, the license rights granted by you to Artessere with respect to such Digital Work will terminate as of the date the listing is removed, except that such license rights will survive and remain in effect for as long as necessary for Artessere and its third-party subcontractors to fulfill any in-progress orders for such Printed Works and for any orders for such Printed Works accepted by Artessere or its third-party subcontractors or its Online Sales partners via third party websites and its Offline Sales partners prior to or as of the effective date of termination. In addition, you acknowledge and agree that the license rights granted by you to Artessere with respect to using such Digital Work to promote Artessere, the Services will remain in full force and effect for only as long as necessary for Artessere to fulfill any current obligations that require using the Digital Work for such promotional purposes.

Purchaser Terms and Conditions

Purchases of Original Works of Art

As a Member, you may purchase Original Works of Art or any Goods ("Original Work of Art ") on artessere.com that are listed by other Members on the Services. When you purchase such an Original Work of Art through the Services, you are purchasing the work from the Member identified on the listing for such work and not from Artessere. Prices for Original Works of Art will be as specified on the applicable listing. You acknowledge that prices do not include all shipping and handling charges (unless specifically indicated on the Site) or applicable Taxes (defined below) including VAT, if any, for which you are responsible and which will be separately identified on your receipt. Artessere and/or its third party service providers will collect your billing or later on and shipping information and process your payment. Certain Original Works of Art (including, but not limited to, oversized works and sculptures) may require additional shipping and handling charges and special arrangements. The Member identified on the listing of the Original Work of Art will ship the purchased work directly to you. The terms and conditions of Artessere's then-current Return Policy apply to any Original Works of Art that you purchase through the Services. When you purchase Original Works of Art via Online Sales (other than via the Services) such purchases will be subject to the terms and conditions of the applicable Online Sales channels which will be presented to you at the time of purchase.

Purchases of Printed Works (Photo, Prints and other)

As a Member, you may purchase Printed Works that are listed by other Members on the Services. Prices for Printed Works will be as specified on the applicable listing. You acknowledge that prices do not include shipping and handling charges or applicable Taxes (defined below), including VAT, if any, for which you are responsible and that will be separately identified on your receipt. When you purchase Printed Works through the Services, Artessere and its third party service providers will collect your billing and shipping information will be collected, your payment will be processed, Printed Works will be shipped directly to you. The terms and conditions of Artessere's then-current Return Policy apply to any Printed Works that you purchase through the Services. When you purchase Printed Works via Online Sales (other than via the Services) and Offline Sales such purchases will be subject to the terms and conditions of the applicable Online Sales and Offline Sales channels, which will be presented to you at the time of purchase.

Order Cancellations

Artessere reserves the right to cancel any order for an Original Work of Art or Printed Work placed via the Services if Artessere determines, in its reasonable discretion, that the item is mispriced, out of stock, discontinued, or otherwise unavailable at the price listed via the Services. If Artessere cancels an order placed via the Services, Artessere will send you an email confirmation of such cancellation and you will not be charged for your order.

Terms for both Sellers and Purchasers

Transaction Restrictions

If you are a Member and have submitted a listing for an Original Work of Art or a Digital Work and have been contacted through the Services by another Member with respect to purchasing either of the foregoing, or a similar work or custom piece related to a listed work of art, you may not sell such Original Work of Art or Digital Work to such Member independent of Artessere and the Services. Similarly, if you are a Member and desire to purchase an Original Work of Art or Digital Work for which another Member has submitted a listing, or a similar work or custom piece related to a listed work of art, you may not purchase such Original Work of Art or Digital Work from such Member independent of the Artessere and the Services. Violation of this provision may result in the termination of your Member account as an artist or buyer, in addition to any other remedies available to Artessere including, without limitation, injunctive or other appropriate relief.

Color

You understand and agree that Artessere uses commercially reasonable efforts to display the colors of Original Works of Art, Digital Works and Printed Works accurately via the Services. However, because individual computer monitors may display colors differently, Artessere is not responsible for the color accuracy of any Original Works of Art, Digital Works or Printed Works displayed on the Services, and disclaims all liability in this regard.

Taxes

All prices, commissions, fees and other amounts referred to in these Terms, including any prices, commissions and fees set forth on the Services, are stated in U.S. dollars and do not include any sales, use, value added ("VAT"), goods and services ("GST") or similar taxes or withholding taxes or any customs, duties or tariffs that may be assessed by any governmental tax authority or that are otherwise payable under applicable law with respect to the purchase, sale and licensing transactions contemplated hereunder (collectively, "Taxes"). If you are a seller of Original Works of Art and/or Printed Works, you acknowledge that Artessere will withhold the Taxes required to be withheld from the payments Artessere makes to you. Seller must fill out appropriate Tax forms prior to any amounts being paid, as follows:

For an artist or seller living within the United States, a W9 Tax Form must be filled out for both the sale of an Original Work of Art or Printed Work.

For an artist living outside the United States, a W8BEN Tax Form must be filled out for Original Works of Art and Printed Works.

Additional Tax information and form can be found by visiting your person account (profile) on Artessere.com.

If you are a purchaser of Original Works of Art and/or Printed Works, you acknowledge that Taxes including VAT will be added to the amounts charged, when required or when allowed to do so.

Each party will be responsible for complying with any and all obligations imposed on it under applicable law with respect to the collection and payment of any Taxes including VAT. Each party will cooperate with the other party, and furnish the other party with any customary written documentation or forms required under applicable law to enable the other party to comply with such obligations or to exercise any rights available under applicable law to minimize or to qualify for an exemption from any such obligations.

Offer Price

On every artwork available for purchase, an option will be displayed next to the artwork that says, "Offer Price" that allows buyers to submit a bid. If the artist or seller deletes the work from the site or displayed «sold», it is no longer eligible for resale offers.

Once you have made your offer one of our curators will contact you to facilitate this process. If your offer is accepted, we will work with you to handle payment and logistics or you will receive an email to confirm the offer the new, offered by you price, has been confirmed by seller. The offer form requires registration.

All sale orders are final unless the artwork arrives damaged. In the event of damaged artwork, the order will undergo the same refund process as with any regular order. If the work is determined to be beyond repair or restoration, then you will be eligible for a refund.

In addition to the agreed upon price, additional costs such as shipping, customs/duties, and Taxes including VAT may be applied thereafter. All such costs will be clearly communicated to buyers before collecting payment.

Once you have confirmed you would like to proceed, you will need to provide your payment information before we process your purchase.

If your offer is declined by the owner of the artwork, you agree that a curator may contact you to let you know and to help find similar works or facilitate a commission by the same artist.

You cannot apply any promotional discounts to your offer if other not applicable.

Content

Artesere may also make available through the Services text, graphics, audio, video and images of works of art (collectively, "Content"), some of which is owned by Artesere ("Content"), and some of which is made available under license by a third party ("Artesere-licensed Content"). Artesere authorizes you to download, view and print Content solely for your personal use in visiting the Services and, if you are a Member, in connection with exercising the rights granted to Members under these Terms. For Artesere-licensed Content, the scope of your rights thereto will be solely as set forth in the applicable license agreement that governs the use of such content, as identified on the Services where such content appears. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Artesere or its licensors, except for the licenses and rights expressly granted in these Terms.

General Prohibitions

You agree not to do any of the following:

Use, display, any Artesere trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Artesere's express written consent;

Access, tamper with, or use non-public areas of the Services, Artesere's computer systems or network, or the technical delivery systems of Artesere's providers;

Attempt to probe, scan or test the vulnerability of any Artesere system or network or breach any security or authentication measures;

Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, intellectual property rights or other third party rights; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) harms minors in any way; or (viii) promotes illegal or harmful activities, products or substances.

Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Artesere or any of Artesere's providers or any other third party (including another user) to protect Services, Artesere Content or Member Content;

Attempt to access or search Services, Artesere Content or Member Content or download Content or Member Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Artesere or other generally available third party web browsers;

Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

Use any meta tags or other hidden text or metadata utilizing a Artesere trademark, logo URL or product name without Artesere's express written consent;

Use Services, Content or Member Content for any commercial purpose or the benefit of any third party in any manner not otherwise permitted by these Terms;
Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services, Content or Member Content;
Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
Impersonate or misrepresent your affiliation with any person or entity;
Violate any applicable law or regulation; or
Encourage or enable any other individual to do any of the foregoing.
Artesere will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Artesere may involve and cooperate with Artesere has no obligation to monitor your access to or use of the Services or to remove any Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Artesere reserves the right, at any time and without prior notice, to remove or disable access to any Member Content, listings for Original Works of Art or Digital Works, Artesere Content or any other text, graphics, images, software, music, audio, video, information or other content or material that Artesere, at its sole discretion, considers to be objectionable, in violation of these Terms or otherwise harmful to the Services.

Fair use

ARTESSERE customers found engaging in activities prohibited by this acceptable use policy can be liable for service suspension and account termination. In extreme cases, we may be legally obliged to report such customers to the relevant authorities.

We provide our facilities with the assumption your use will be “business as usual”, as per our offer schedule. If your use is considered to be excessive, then additional fees may be charged or capacity may be restricted.

We are opposed to all forms of abuse, discrimination, rights infringement and/or any action that harms or disadvantages any group, individual or resource. We expect our customers and, where applicable, their users (“end-users”) to likewise engage our Products with similar intent.

Customer accountability

We regard our customers as being responsible for their own actions as well as for the actions of anyone using our Products with the customer’s permission. This responsibility also applies to anyone using our Products on an unauthorised basis as a result of the customer’s failure to put in place reasonable security measures.

By accepting Products from us, our customers agree to ensure adherence to this policy on behalf of anyone using the Products as their end users. Complaints regarding the actions of customers or their end-users will be forwarded to the nominated contact for the account in question.

If a customer — or their end-user or anyone using our Products as a result of the customer — violates our acceptable use policy, we reserve the right to terminate any Products associated with the offending account or the account itself or take any remedial or preventative action we deem appropriate without notice. To the extent permitted by law, no credit will be available for interruptions of service resulting from any violation of our acceptable use policy.

Prohibited activity

Copyright infringement and access to unauthorised material

Our Products must not be used to transmit, distribute or store any material in violation of any applicable law. This includes but isn't limited to:

any material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and
any material that is obscene, defamatory, constitutes an illegal threat or violates export control laws.

The customer is solely responsible for all material they input, upload, disseminate, transmit, create or publish through or on our Products, and for obtaining legal permission to use any works included in such material.

SPAM and unauthorised message activity

Our Products must not be used for the purpose of sending unsolicited bulk or commercial messages in violation of the laws and regulations applicable to your jurisdiction ("spam"). This includes but isn't limited to sending spam, soliciting customers from spam sent from other service providers, and collecting replies to spam sent from other service providers.

Our Products must not be used for the purpose of running unconfirmed mailing lists or telephone number lists ("messaging lists"). This includes but isn't limited to subscribing email addresses or telephone numbers to any messaging list without the permission of the email address or telephone number owner, and storing any email addresses or telephone numbers subscribed in this way. All messaging lists run on or hosted by our Products must be "confirmed opt-in". Verification of the address or telephone number owner's express permission must be available for the lifespan of the messaging list.

We prohibit the use of email lists, telephone number lists or databases purchased from third parties intended for spam or unconfirmed messaging list purposes on our Products.

This spam and unauthorised message activity policy applies to messages sent using our Products, or to messages sent from any network by the customer or any person on the customer's behalf, that directly or indirectly refer the recipient to a site hosted via our Products.

Unethical, exploitative, and malicious activity

Our Products must not be used for the purpose of advertising, transmitting or otherwise making available any software, program, product or service designed to violate this acceptable use policy, or the acceptable use policy of other service providers. This includes but isn't limited to facilitating the means to send spam and the initiation of network sniffing, pinging, packet spoofing, flooding, mail-bombing and denial-of-service attacks.

Our Products must not be used to access any account or electronic resource where the group or individual attempting to gain access does not own or is not authorised to access the resource (e.g. "hacking", "cracking", "phreaking", etc.).

Our Products must not be used for the purpose of intentionally or recklessly introducing viruses or malicious code into our Products and systems.

Our Products must not be used for purposely engaging in activities designed to harass another group or individual. Our definition of harassment includes but is not limited to denial-of-service attacks, hate-speech, advocacy of racial or ethnic intolerance, and any activity intended to threaten, abuse, infringe upon the rights of or discriminate against any group or individual.

Other activities considered unethical, exploitative and malicious include:

Obtaining (or attempting to obtain) services from us with the intent to avoid payment;
Using our facilities to obtain (or attempt to obtain) services from another provider with the intent to avoid payment;
The unauthorised access, alteration or destruction (or any attempt thereof) of any information about our customers or end-users, by any means or device;
Using our facilities to interfere with the use of our facilities and network by other customers or authorised individuals;
Publishing or transmitting any content of links that incite violence, depict a violent act, depict child pornography or threaten anyone's health and safety;
Any act or omission in violation of consumer protection laws and regulations;
Any violation of a person's privacy.

Our Products may not be used by any person or entity, which is involved with or suspected of involvement in activities or causes relating to illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who support the above such activities or causes.

Unauthorised use of ARTESSERE LLC property

We prohibit the impersonation of ARTESSERE LLC, the representation of a significant business relationship with ARTESSERE LLC, or ownership of any ARTESSERE LLC property (including our Products and brand) for the purpose of fraudulently gaining service, custom, patronage or user trust.

Fees

Artesserere reserves the right at any time to charge fees for access to the Services, or any portion thereof. However, in no event will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. You may cancel your Account at any time. You agree to pay all charges that may be incurred by you or on your behalf through the Services, at the price(s) in effect when such charges are incurred. In addition, you remain responsible for any and all Taxes including VAT that may be applicable to your purchase(s), and you agree that such Taxes including VAT, if any, are not our responsibility.

Payments

If you wish to purchase an Original Work of Art or Printed Work or Any other Goods and Services, or any other product or service via the Services, you may be asked by us or our designee to supply certain information relevant to your purchase, including, without limitation, credit card number, expiration date, billing address, VAT ID, and shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED BY YOU OR THROUGH YOUR ACCOUNT FOR ANY SUCH PURCHASE.** You acknowledge that any such information will be treated by us in accordance with our Privacy Policy. You grant us the right to provide such information to third parties in order to facilitate the completion of transactions initiated by you or on your behalf through the Services. Verification of information may be required prior to acceptance of any order through the Services.

Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

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