

Armenia Art Ltd

1. TERMS OF SERVICE

1.1 Armenia Art Ltd (Armenia Art,"we" or "our") provides a service for selling and purchasing Works of Art and commercially exploiting digital images of works of art (the "Services") through our website, accessible at ArmeniaArt.com (the "Website"). Please read carefully the following terms and conditions ("Agreement") and our Privacy Policy, which may be found at www.Armeniaart.com/privacy and which is incorporated by reference into this Agreement. This Agreement govern your access to and use of the Site and Services, and constitute a binding legal agreement between you and ArmeniaArt.

1.2 Certain areas of the Site 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 this Agreement and the terms and conditions posted for a specific area of the Site or for specific Services, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Site or Services.

1.3 YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY SELLING OR PURCHASING A WORK ON OR THROUGH THE SITE OR SERVICES OR BY POSTING ANY CONTENT ON THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE OR SERVICES. If you accept or agree to this Agreement 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 this Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

1.4 DEFINITIONS AND INTERPRETATION In the Agreement (as defined below) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Account”	The registration of details to allow registration on the Website to enable a Person to buy or Sell
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“Agreement”	Shall mean these terms and conditions and any other documents incorporated by reference therein;
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“Armenia Art Price”	This is the price including Sales Tax and Commission that the Seller will sell the Original Work of Art
“Artist”	The person or persons who made, produced or created the work of art displayed on ArmeniaArt.com. By uploading work to the website you become a Seller.
“Buyer”	The Person ordering the Article through the Website
“Commission”	The monies paid by the seller to ArmeniaArt.com to cover Armenia Art for the activities including but not limited to marketing , promotion and finding a buyer
“Credit Card Surcharge”	The fixed percentage applied to the total transaction value to cover costs of processing by credit card
“Digital Works”	Works of Art that are in a digital form
“Member”	The Status of a Person registering following the creation of an Account. A Member may sell or buy Works of Art
“ Member Content”	Content uploaded to the Website by members of the site to promote their material
“Online Sales”	Sales through websites including but not limited to Armeniaart.com
“Parties”	Shall mean both the Seller and the Website together;
“Person”	Shall mean and include any legal or natural person or persons;

“Printed Works”	Fine Art reproductions of Works of Art that are submitted to the Website and are available to be sold in a printed form
“Sales Tax”	Taxes applied by the relevant tax authorities applicable in the territories where the Art is sold. This would include but not be exclusively Value Added Tax (VAT)
“Seller”	By uploading Articles to this Website you agree to become a Seller and abide by these terms and conditions
“Services”	Shall mean any or all goods (excluding Services) which the Supplier is required to supply including any Works of Art or other goods
“Shipping Period”	The period of time between order receipt and the latest time allowed to ship the product to the Buyer
“Website”	This website ArmeniaArt.com owned and operated by Armenia Art Ltd , Registered in UK, Number: 09534198,20-22 Wenlock Road, London N1 7GU
“Works of Art”	Artwork that is either created by the Seller or another Artist and includes digital work

1.5 Clause headings are for convenience only and shall not govern the interpretation of this Agreement.

1.6 The masculine includes the feminine and vice versa and words importing the neuter includes the masculine and the feminine.

1.7 The singular includes the plural and vice versa.

1.8 The, appendices, annexes and recitals shall form an integral part of this Agreement.

1.9 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted.

2. MODIFICATION

2.1 ArmeniaArt reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify this Agreement, at any time and without prior notice. If we modify this Agreement, we will post the modification on the Site or provide you with notice of the modification. We will also update the "Last Updated Date". By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

3. ELIGIBILITY

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

4. ACCOUNT REGISTRATION

4.1 In order to list a work on the Site or to make a purchase through the Site, you must create an Account (in case od purchase) or complet our registration process(to list a work) . During the registration or creating account process you will be required to provide certain information and you will establish a username and a password. Upon completion of our registration process you will become a Member. 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. ArmeniaArt 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 password. You agree not to disclose your password 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 ArmeniaArt of any unauthorized use of your Account.

5. PRIVACY

5.1 See ArmeniaArt's Privacy Policy at <http://armeniaart.com/privacy-policy/> for information and notices concerning ArmeniaArt's collection and use of your personal information.

6. SELLER TERMS AND CONDITIONS

6.1 Listing Works on the Site

- 6.1.1 As a Member, you may submit listings for Works of Art that you have created or own and that you desire to sell through the Website and Services. In order for your listings to be accepted, you must provide Armenia Art with all the information requested on the applicable page of our Website and you must comply with any other Armenia Art requirements as identified on such page. The Member acknowledges and accepts sole responsible for all their Works of Art available for sale through the Website.
- 6.1.2 The Member is the sole and exclusive owner of the Works of Art and is properly authorised to sell and transfer good title free from any third party claims, liens or encumbrances to such Art.
- 6.1.3 The Member shall be solely responsible for setting the initial Armenia Art Price of Works of Art. The Armenia Art Price will be the Artists Revenue Share for the Work of Art plus Armenia Art Commission at the applicable rate plus the applicable Sales Tax, and a Credit Card Surcharge of 3% on the total transaction value. A Work of Art can be offered for sale at a discount through agreement between the Member and Armenia Art
- 6.1.4 The Member will have obtained all clearances and shall be responsible for all costs and expenses related to third party rights necessary for the exploitation of the Works of Art as envisaged by this Agreement.
- ~~6.1.5~~ Without limiting the generality of the foregoing, if you submit listings for sale you may be required to verify your identity by separately providing Armenia Art with a copy of a government-issued ID or similar documentation. Your listings must be accurate and complete and comply with Armenia Art's then-current listings content guidelines, which are available at
- 6.1.6 Armenia Art 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 up to one week. The placement of your listings in search and browse results may be based on factors that include without limitation title, keywords and price.
- 6.1.7 You acknowledge that Armenia Art reserves the right to promote and market Works of Art through the use of sales and/or discounts. The sale or discount amount will apply to the listing price of Works of Art and/or Printed Works (defined below)
- 6.1.8 You always retain the right to remove a listing for a Work of Art from the Website - If you want to remove a listing you must notify Armenia Art by sending email to artist@armeniaart.com

6.1.9 Armenia Art reserves the right to remove any Work of Art from the website and remove the listing at any time in its sole discretion

6.2 Responsibility for Works

6.2.1 You acknowledge and agree that you are solely responsible for all Works of Art that you make available through the Website and Services. Accordingly, you represent and warrant that:

6.2.2 as to Works of Art that you make available through the Website and Services, you are the sole and exclusive owner of all such Works of Art

6.2.3 as to Digital Works that you make available through the Website and 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 Armenia Art the rights in such Digital Works as contemplated under this Agreement;

6.2.4 neither the Works of Art nor Digital Works that you make available through the Website and Services nor Armenia Art's use and exploitation thereof as contemplated under this Agreement 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, or result in the violation of any applicable law or regulation.

6.3 Online Sales

6.3.1 If you submit listings for Works of Art, you hereby appoint Armenia Art as an independent non-exclusive reseller with the right to resell such Works of Art through the Website and Services and on third party websites (collectively "Online Sales") and you hereby grant Armenia Art a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to:

6.3.2 use, reproduce, distribute, publicly perform and publicly display copies of the Original Work of Art Sales via Online Sales channels; and

6.3.3 access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Work of Art in any form, medium or technology now known or later developed for the purpose of promoting Armenia Art, the Website and the Services.

6.3.4 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 Work of Art via the Online Sales channel.

- 6.3.5 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 our print service.
- 6.3.6 If you submit listings for Digital Works, you hereby grant Armenia Art a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to
- 6.3.7 use, modify (as appropriate in connection with manufacturing and distribution of Printed Works), reproduce, distribute, publicly perform and publicly display the Digital Works in connection with the manufacture, distribution and sale of Printed Works to Members and other third parties via Online Sales and through other offline channels
- 6.3.8 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 Armenia Art, the Website 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 Share (defined below), which is payable only upon the sale of a Digital work via Online Sales channels and Offline Sales channels. Armenia Art may appoint one or more third party subcontractors, who may exercise the license rights above for the purpose of enabling Armenia Art to process and fulfill orders for Printed Works.
- 6.3.9 As between you and Armenia Art, Armenia Art will be deemed the seller of any Works of Art and Printed Works that are purchased via Online Sales channels. If a Work of Art and/or Printed Works 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 Buyer via the third party website. However, as between you and Armenia Art, this Agreement will apply to the sale of such Original Work of Art and/or Printed Work.
- 6.3.10 Armenia Art and/or its third party service providers will be responsible for collecting billing and shipping information from the Buyer and for processing payment for such purchases via the Website and Services.
- 6.3.11 For purchases made via third party websites and for Offline Sales, the applicable third party website or Armenia Art's offline sales partner will be responsible for collecting billing and shipping information, as applicable, from the Buyer and for processing payments, and will remit applicable payments relating to such sales as agreed upon between Armenia Art and the third party website or Armenia Art's offline sales partner, as applicable, to Armenia Art and share related shipping information, including the contact details of the Buyer where necessary, with Armenia Art.

- 6.3.12 For Works of Art only, Armenia Art will provide you with the name and address of the Buyer and, unless otherwise instructed in writing by Armenia Art, you will be responsible for shipping the purchased Work of Art directly to the Buyer.
- 6.3.13 Armenia Art will provide you with information regarding its preferred shippers with which Armenia Art maintains an account. You agree to ship the purchased Work of Art to the Buyer within seven days following the date of purchase (the "Shipping Period"). If you do not ship the purchased Work of Art to the Buyer prior to the expiration of the Shipping Period, then the sale may be cancelled.
- 6.3.14 If you ship the purchased Work of Art via Armenia Art preferred shipper account, Armenia Art will be responsible for the cost of shipping. You are responsible for providing accurate shipping weight, shipping dimensions and shipping address to Armenia Art if you are using a Armenia Art preferred shipper.
- 6.3.15 If actual shipping weight, shipping dimensions and shipping origination information at the time of shipment varies from the information provided by you, Armenia Art (after providing documentation) reserves the right to deduct the resulting increased shipping costs from your Artist Revenue Share (defined below).
- 6.3.16 If you do not ship the purchased Work of Art via a Armenia Art preferred shipper or if you pay for the cost of shipping yourself, Armenia Art will reimburse you for the amount you paid, up to the amount that Armenia Art or the third party website charged the Buyer for shipping
- 6.3.17 For sales of Works of Art via the Online Sales channels, Armenia Art will credit your Account in an amount to be determined in accordance with Armenia Art's then-current standard pricing and commission terms.
- 6.3.18 for sales of Works of Art via the Website and Services, subject to Armenia Art's receipt of confirmation of delivery to the Buyer, Armenia Art will credit your account with the corresponding Artist Revenue Share following the expiration of the return period and for sales of Works of Art via third party websites, Armenia Art 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 Work of Art has been confirmed to have been successfully delivered to the Buyer, as determined by Armenia Art, in its sole discretion.
- 6.3.19 You agree to comply with the terms and conditions of Armenia Art's then-current Return Policy that are applicable to any Works of Art that are sold through the Website and Services.

For sales of Printed Works via Online Sales and offline sales, Armenia Art will credit your Account with the applicable Artist Revenue Share as set forth in Armenia Art's then-current standard pricing and commission terms, which, as noted above,

6.3.20 You will have the right to request Armenia Art to remit the Artist Revenue Share in your account in accordance with the Armenia Art-designated payment schedule. Upon the termination of this Agreement or cancellation of your Membership, Armenia Art will remit to you the remaining balance of Artist Revenue Shares in your account.

If you remove a listing for a Digital Work from the Website, the license rights granted by you to Armenia Art to manufacture, distribute and sell Printed Works 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 Armenia Art 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 Armenia Art 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.

6.3.20.1 In addition, you acknowledge and agree that the license rights granted by you to Armenia Art with respect to using such Digital Work to promote Armenia Art, the Website and the Services will remain in full force and effect for only as long as necessary for Armenia Art to fulfil any current obligations that require using the Digital Work for such promotional purposes.

7. TRANSACTION RESTRICTIONS

7.1 If you are a Member and have submitted a listing for a Work of Art or a Digital Work and have been contacted through the Website by another Member with respect to purchasing either of the foregoing, you may not sell such Work of Art or Digital Work to such Member independent of the Website. 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, you may not purchase such Original Work of Art or Digital Work from such Member independent of the Website.

8. COLOUR

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

9. Feedback

9.1 We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("Feedback"). You may submit Feedback by emailing us at help@Armeniaart.com. You acknowledge and agree that all Feedback will be the sole and

exclusive property of Armenia Art and you hereby irrevocably assign to Armenia Art and agree to irrevocably assign to Armenia Art all of your right, title and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Armenia Art's request and expense, you will execute documents and take such further acts as Armenia Art may reasonably request to assist Armenia Art to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback.

10. MEMBER CONTENT

10.1 In addition to submitting listings for Works of Art of Art and Digital Works, Armenia Art may, in its sole discretion, designate areas of the Site in which Members can post, upload, publish or submit text, graphics, audio, video, images of works of art or other content on or to the Site (individually or collectively, "Member Content"). "Member Content" excludes any images of Works of Art of Art or Digital Works for which a Member submits a listing, as described under "Seller Terms and Conditions" above. Armenia Art does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that a Member may have to use and exploit any such Member Content. By making available any Member Content on or through the Site and Services, (i) you grant Armenia Art a worldwide, non-exclusive, transferable, royalty-free, commission-free license to crop, resize, publicly display, publicly perform, distribute, broadcast and transmit such Member Content on or through the Site and Services in any form, medium or technology now known or later developed, for the purpose of promoting Armenia Art, the Site and Services, and (ii) you grant directly to other Members the right and license to view your Member Content on or through the Site and Services only in connection with such Member's authorized use of the Site and Services. You reserve all other rights and licenses in and to any Member Content that you make available on or through the Site and Services.

10.2 You acknowledge and agree that you are solely responsible for any Member Content that you make available on or through the Site. You represent and warrant that: (i) you are the sole and exclusive owner of all Member Content that you make available on the Site or that you have all rights, licenses, consents and releases that are necessary to make available such Member Content and to grant all rights and licenses in such Member Content as granted under these Terms; and (ii) neither the Member Content nor your making available any Member Content on the Site nor any use of any Member Content as permitted 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, or result in the violation of any applicable law or regulation

11. TERMINATION FOR CONVENIANCE

11.1 The Website in its sole discretion can terminate this agreement, access to the Website or Platform without notice to you. Upon termination, all rights and obligations will be extinguished other than such rights and obligations which are necessary to process any orders placed prior to such termination.

12. LAW

12.1 This Agreement and conditions, any non-contractual obligations or liabilities arising out of or in connection with this Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

12.2 As a Seller you may have obligations under The Electronic Commerce (EC Directive) Regulations 2002, The Consumer Protection (Distance Selling) Regulations 2000, The Supply of Goods and Services Act 1982, The Consumer Protection Act 1987

13. CHANGES TO TERMS AND CONDITIONS

13.1 The Website may change this Agreement at any time where such change is necessary due to changes in applicable law, industry standards or as is otherwise appropriate in the Website's reasonable view. If you do not agree to all the following terms you should not use this Website. If you have a concern about our terms and conditions you can email help@Armeniaart.com

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 (EXCLUSION)

14.1 No term of the Order shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

15. LIABILITIES

15.1 The Seller shall upon demand indemnify the Buyer and or the Website in full against all losses, liabilities, actions, claims, damages, compensation, obligations, injuries, costs and expenses (including legal costs and expenses) of whatever nature suffered by the Buyer and or the Website resulting from the negligence, breach of contract, tortuous act or breach of statutory duty caused by the acts or omissions of the Seller, its employees, subcontractors or agents in the performance of the Order or in connection with the defect in any Articles and/or Services.

16. SELLER WARRANTIES, OBLIGATIONS AND CO-OPERATION

16.1 The Seller warrants that:-

16.1.1 The Articles conform in all respects with the description as advertised

16.1.2 The Articles are free from defects (whether actual or latent) in design, materials and workmanship unless specified.

16.2 If there is a defect in the Articles during the warranty period, the Seller shall at its own expense and risk, but at the discretion of the Buyer, without delay, either repair or replace the defective Articles or refund the Buyer the price of the defective Articles.

16.3 The warranties and obligations contained in this Condition shall apply in addition and without prejudice to any other rights and remedies available to the Buyer.

16.4 Such co-operation may include, but shall not be limited to, entering into obligations of confidentiality to enable exchange of information with the Buyer and the WebWebsite

17. WEBWEBSITE CONTENT

17.1 The information on our Website is constantly updated and from time to time may contain technical inaccuracies and typographical errors.

17.2 All images on the Website are either owned by the Website and may not be reproduced or used in any manner without the express written permission of Armenia Art and, if appropriate, the relevant artist.

18. ENTIRE AGREEMENT

18.1 This agreement and any amendments or variations made in accordance herewith contains the entire and only agreement between the Parties and supersedes all previous agreements between the Parties relating to the subject matter of the Agreement. Each Party hereby acknowledges that in entering into the Agreement it has not relied on any representations or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Nothing in this clause is intended to exclude liability for fraudulent misrepresentation

