

Artland Gallery Contract

General Terms and Conditions Valid from 01.01.2021

The Artland Platform and the Artland Gallery Contract

The Artland platform is a digital platform created by Artland (as defined in clause 1), which connects art lovers worldwide. Users create a membership account, allowing them to connect to art collectors, galleries and artists etc., thus creating a global art community.

Furthermore, the platform enables Users to browse through 3D exhibitions, share art collections, buy, and sell art, among other activities. Artland provides services and products related to the platform. These services include written articles, setting up exhibitions, creating 3D models of galleries etc.

The User wishes to engage Artland to provide certain services, including the creation and presentation of 3D models of galleries, and an online marketplace. The parties have therefore entered into a Gallery Contract. The details and extent of the services are specified in the Gallery Contract and agreed to by the parties.

When entering into a Gallery Contract, the User accepts the terms and conditions as stated in the following, unless otherwise stated in the Agreement.

1. Definitions

In these General Terms and Conditions, the following terms shall have the following meaning:

Agreement means the Gallery Contract, which Artland and the User have entered into, and to which these terms and conditions are applicable.

Artland means Artland Group ApS, CVR no. 43429515, located: Pilestræde 28, 1112 København K, Denmark.

Artland Group means Artland, Artland's affiliates, employees, or any other entity or person for which or whom Artland is responsible.

Artland Content means all Intellectual Property Rights and content, including but not limited to: codes, pictures, text, manuals, links, graphic, design, logos, pricing, financial information, user information, gallery information, partner information, articles, terms, internal communication and any information marked "confidential", that 1) belongs to Artland and/or, 2) can be found on Artland.com or any other site/app controlled by Artland and/or, 3) is distributed in any form by Artland and/or, 4) has become public unintentionally, due to a criminal action.

Effective Date means the date on which Artland and the User entered into the Agreement.

Intellectual Property Rights means copyrights and related rights, patents, utility models, trademarks, service marks, trade names, topography rights, design rights and rights in databases, drawings, diagrams, patterns, specifications, domain names, rights in know-how, trade secrets and all applications or pending applications in each case whether or not registrable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.

User means a legal entity or physical person, who has entered into the Agreement, and, thus, accepted the terms and conditions as stated in this Agreement.

1. User Obligations

1. The User shall deliver to Artland all materials needed for Artland to provide the services as described in the Agreement. This includes giving Artland access to the information needed to provide the services. Artland will not reimburse any additional cost inflicted on the User in this regard.
2. The User shall commit to cooperating with Artland in a constructive manner, thus enabling Artland to provide a service of the highest possible quality.
3. The User shall sign up and use Artland's integrated payment system (hosted by Stripe) to make transactions as successful as possible on Artland. Galleries located in countries not supported by Stripe are excluded from using Artland's integrated payment system (hosted by Stripe).
4. The User agrees to respect Artland's recommended guidelines for publishing and/or pushing artworks to the top of the Marketplace feed in the amount of circa 10 artworks per day. The publishing/pushing of artworks may be limited at Artland's discretion if works are being shown excessively in the Marketplace feed over a consecutive period of 3 days. Artland has the right to place artworks into private mode, as well as restrict the User's account, should the User not adhere to the recommended guidelines.

2. Price

2.1. Prices are set according to the Artland Price List, which may be amended at any time without any notice. Prices on the Artland Price List do not include VAT. Artland reserves the right to impose taxes when required by any law or authorities.

2.2. Payment must be done using a credit or debit card when entering into the Agreement. Artland will afterwards send a receipt for payment.

2.3. Artland may provide alternative payment methods, which will be considered valid forms of payment.

2.4. Artland is entitled to withhold their services, upon giving 7 calendar days of written notice to the User, if the User fails to pay invoices that are due.

Artland will also be entitled to impose a finance charge of 10 % per month and a €29 reminder fee per reminder, from the date of the invoice to the date the payment is received in full.

In addition to this, the User shall indemnify Artland for its costs related to the delayed payment. This includes reasonable attorneys' or debt collector fees and disbursements incurred to collect any unpaid amount.

2.5. The User shall not be entitled to retain any payments under reference to delay or nonconformity of the service provided by Artland.

2.6. The User is obligated to inform Artland of the outcome of any request and/or sales received through Artland. Artland can charge and invoice the obligatory commission according to the Price List when The User has a successful sale.

2.7. If The User misinforms or fails to inform Artland of the result of any sales coming through the Artland platform, Artland has the right to terminate this agreement and: a. charge the sum of €5.000,00 plus 10% commission on the value of the artwork if the User is subscribed with the Basic or Premium plan, or b. charge the sum of €5.000,00 plus 20% commission on the value of the artwork if the User is subscribed with the Basic Commission plan.

3. Duration of the Agreement

3.1. The Agreement shall commence on the Effective Date, and shall remain in full force and effect, until the User no longer has any shows supported by Artland, unless terminated earlier by one of the Parties

3.2. This agreement shall automatically renew at the end of each term for an additional term of 12 months unless the User provides written notice of termination to Artland at least 30 calendar days prior to the conclusion of the applicable term.

Additionally, Artland extends to the User a grace period during which the subscription may be canceled within 6 months following its renewal, provided that the User has notified Artland within the period commencing 30 calendar days before the renewal date and ending 7 calendar days after the subscription has been renewed.

Prepaid shows which have not been used on the day of termination will not be refunded, just as any committed shows not delivered on the termination date will be due for full payment, without Artland being obligated to deliver the shows.

3.3. The Agreement may be terminated by Artland by giving 5 calendar days written notice of such termination to the User, in the event of any material breach by the User, such as:

i) The User's failure to meet any terms in the Agreement.

ii) Bankruptcy, reorganization, liquidation, composition or similar by the User.

3.5. The User shall not be entitled to compensation for loss of sale, investment, goodwill or similar due to Artland's termination of the Agreement.

3.6. Artland shall not be obligated to provide any support or service related to termination of the Agreement.

4. Force Majeure

4.1. Artland shall be excused from any delay or failure in the service provided hereunder if caused by any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions, epidemics, pandemics or other acts of nature.

4.2. The obligations and rights of Artland so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, Artland's respective obligations hereunder shall resume.

6. Intellectual Property Rights

6.1. All Artland Content made available to the User through the Artland Platform or the Agreement, is the exclusive property of Artland and is protected by the Danish copyright laws.

6.2. Codes, pictures, text, manuals, links, content, graphic, designs, logos, pricing, financial information, user information, gallery information, partner information, articles, terms, internal communication sent from the User to Artland, or shared by the User on the Artland Platform, can be copied, processed, published and forwarded by Artland, without any limitation, and without any incurring obligations of confidentiality, attribution or compensation to the User.

6.3. The User is solely responsible for ensuring that the User owns and controls all content that is made available in any way for Artland or on the Artland Platform.

6.4. The User shall defend, indemnify and hold harmless Artland from any losses due to infringement of a patent, copyright, trademark or any other intellectual property right or trade secret misappropriation growing out of this Agreement.

6.5. The User shall be obligated to notify Artland of any claim or suit made towards the User by a third party, regarding infringement of an intellectual property right, immediately after being made aware of the claim or the suit.

6.6. Artland's unlimited right to use any content made available by the User as described in article 6(1), persists after termination of the Agreement, without any additional cost for Artland.

6.7. The User may share Artland Content as long as the Agreement is effective. Any sharing of Artland Content shall always happen with a clear reference to Artland.

The User is obligated to stop sharing any Artland content, and remove already shared Artland content, at any point upon the request of Artland.

Upon termination of the Agreement, the User can be asked to cease from sharing any Artland Content - this can include removing all Artland content already shared.

7. Limitation on Liability

7.1. IN NO EVENT WILL ARTLAND'S LIABILITY TO THE USER ON ANY MATTER ARISING FROM THE AGREEMENT, THESE TERMS OR RELATED TO THE SERVICE, EXCEED THE SUM OF € 5.000,00.

8. No Exclusivity

8.1. Nothing in the Agreement shall prohibit Artland or the User from entering into agreement with third parties providing services of the same or similar character to those provided in the Agreement.

9. Electronic Communication

9.1. All agreements, notices, disclosures and other communications that are provided by Artland or the User via email, shall satisfy any legal requirement that such communications be in writing.

9.2. The User shall notify Artland of any changes in the User's personal information. This includes change of address, phone number or e-mail address.

10. Assignment

10.1. Artland can, by giving a written notice to the User, transfer the Agreement to any third party or member of the Artland Group.

10.2. The User cannot, without Artland's prior written consent, assign, sell, transfer, delegate or otherwise dispose of the Agreement or any right, duty or obligation under the Agreement to a third party.

11. User Behaviour on the Artland Platform

11.1. The User may write reviews, comments, submit suggestions and ask questions etc. on the Artland Platform, for as long as those are not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious toward the receivers User, Artland or any third parties.

11.2. The User may not forward any form of "spam", including but not limited to: chain letters and mass mailings.

11.3. The User may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content.

11.4. Artland is not responsible for any content posted or forwarded on the Artland Platform by any User.

12. Indemnification

12.1. The User shall compensate Artland for any harm, liability or loss arising out of any claim, demand, or action by a third party, arising out of any breach of the Users responsibilities, obligations or warranties under the Agreement.

13. Governing Law and Dispute Resolution

13.1. The Agreement, these terms and any non-contractual obligations arising out of or in connection to the Agreement or these terms, shall be governed by the laws of Denmark, excluding the conflict of laws principles. The Convention on the International Sale of Goods shall not apply.

13.2. In the event of a disagreement between the parties regarding the Agreement and/or the services provided by Artland, the parties shall seek to settle the dispute with a positive, cooperative and responsible attitude.

13.3. The City Court of Copenhagen will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement or these terms.

14. Changes in the Terms

14.1. Artland reserves the right to modify these terms at any given time.

14.2. Artland strives to give written notice to the User at least 10 days before any material modifications enter into force. What constitutes a material modification is to be determined at Artland's sole discretion.

14.3. Any changes in these terms will be considered accepted by the User, if the User does not protest within 10 calendar days from receiving notice from Artland of the changes.

15. Invalid or Enforceable Terms

15.1. If any of the terms shall be deemed invalid, void or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term.

16. Waiver

16.1. Failure by Artland to exercise or enforce any right under these terms is not to be regarded as a waiver of any such right. Nor shall it delimit the possibility to exercise or enforce these at any time hereinafter.