



Terms and Conditions for sellers

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, always indicated with a capital letter, are used in the following sense.

Art Over The World: Art Over The World., the user of these general terms and conditions, established at Vastenow 146 7885AP, registered in the Trade Register under Chamber of Commerce number 62938533

User: any natural or legal person who, as an artist, art collector or gallery, has concluded or intends to conclude a User Agreement with Art Over The World.

User agreement: the agreement between Art Over The World and the User under which the User may use the Platform against payment of the corresponding package price.

Purchase agreement: any contract of sale between the User and a Buyer that is concluded directly through the Platform's ordering or auction system and which provides for the delivery by the User of one or more Products to the Buyer concerned. Therefore, for the purposes of these general terms and conditions, 'Purchase Agreement' does not mean an agreement between a Buyer and the User which is not concluded by means of the Platform's ordering or auction system, but in the context of which a Buyer has contacted the User directly, whether or not on the basis of the User's contact details stated in or with the Offer.

Buyer: any natural or legal person who makes use of the Platform as a (potential) buyer of one or more Products.

Consumer: a Buyer, a natural person, not acting in the course of a profession or business.

Products: the items to be sold and delivered by the User to a Buyer within the framework of a Purchase Agreement, which may include various art articles.

Offer: any offer by the User concerning Products directed to Buyers via the Platform.

Platform: www.artoverttheworld.com

Service: the performance to which Art Over The World undertakes towards the User and/or Buyers in the context of the exploitation of the Platform, which may include, but is not limited to, the publication of the Offer and/or an interview, the facilitation of the conclusion of Purchase Agreements, the forwarding of orders to the User and the settlement of relevant payments.

In writing: communication in writing, communication by e-mail or any other means of communication that can be equated with this in view of the state of the art and the prevailing views in society.

ARTICLE 2. | GENERAL PROVISIONS

These general terms and conditions apply to the use of the Platform by the User, any offer of Art Over The World to enter into a User Agreement, any User Agreement as such, as well as the Service directed to or agreed with the User.

Art Over The World is only involved as an intermediary in the Offer and in the Purchase Agreements. The User is responsible and liable for the Offer, the quality of the Products (promised to the Buyers) and their delivery to the relevant Buyer.

The User is not allowed to pretend to be an agent or representative of Art Over The World and will never bind Art Over The World towards third parties.

Annulment or nullity of one or more of the provisions of these general terms and conditions shall not affect the validity of the remaining provisions. In such a case, the User and Art Over The World are obliged to consult with each other in order to make a replacement arrangement with regard to the affected clause. As far as possible, the aim and scope of the original provision shall be taken into account.

ARTICLE 3. | ABOUT ART OVER THE WORLD, REGISTRATION, OFFER & CREATION OF USAGE AND PURCHASE AGREEMENTS

The Platform allows Users to create their own web page on the Platform, among other things to offer their own Products and offers Buyers the opportunity to buy these Products. The User may choose to use the order or auction system on the Platform, but may also choose to include his contact details in or with the Offer so that the Buyer can contact the User directly to enter into a purchase agreement. In the latter case Art Over The World is in no way involved in the conclusion and settlement of the aforementioned purchase agreements and accepts no liability whatsoever in this respect; it is the User's own responsibility to ascertain whether the Buyer acts in good faith; it is advised to only send out the Product after the Buyer has paid the full amount of money due, if the Buyer fails to do so the non-payment is entirely at the User's own risk.

In the case of a Purchase Agreement (thus as referred to in article 1.4 and which is concluded directly through the order or auction system on the Platform), Art Over The World enters into the Agreement with the relevant Buyer on behalf of the User. The User shall at all times independently take care of the delivery of the Products to the relevant Buyer. In the context of a Purchase Agreement, the Buyer meets his payment obligations towards Online Gallery, after which Art Over The World pays the payment, to the User.

Once the User has registered on the Platform and this registration has been approved by Art Over The World, he will receive login details to access his account on the



Platform. When registering, the User must provide all the required mandatory information completely and truthfully.

Art Over The World charges commission over sold work.

The User is not allowed to have more than one account on the Platform at the same time.

The User is not allowed to refer towards his own social media channels and/or website via Art over the World unless the User has bought the Pro package.

The User must keep his login details strictly confidential in order to access his account. He may not make his account available to third parties. All actions carried out under the User's account shall be attributed to the registered User.

The User is independently responsible for placing his/her Offer on the Platform. An Offer must be made in the manner indicated for that purpose under the User's account.

The Platform is intended for the sale of art articles. Art Over The World is at all times entitled to refuse or remove an Offer on the Platform if and to the extent that the User offers a Product for which the Platform, in the opinion of Art Over The World, is not intended.

The User guarantees that his Offer relates to Products whose trade is permitted pursuant to Dutch legislation and regulations. The User is therefore not allowed to offer stolen goods and other goods prohibited by or pursuant to the law for free sale.

The User is obliged to have his or her Offer of Products displayed on the Platform in such a way that Buyers can form a good impression of it. The User determines the content of his/her Offer on the Platform. Art Over The World is not obliged to ascertain whether the information provided by the User, as published on the Platform, is unlawful, incorrect or misleading. The User indemnifies Art Over The World against all claims of Buyers and other third parties in this respect. The obligation to deliver the Products in accordance with the purchase is therefore incumbent on the User. Art Over The World does not assume any liability for any shortcomings of the User with regard to the delivery of the Products, in respect of which the User indemnifies Art Over The World. If it is established that the User has not delivered, has delivered incorrectly or incompletely, the Buyer concerned will claim from Art Over The World a proportionate refund of the agreed payment, but only to the extent that this has been established according to Art Over The World and less than four days have elapsed since the Product was delivered to the Buyer according to the track-and-trace information available to Art Over The World. When this period has expired, the User will take care of and indemnify Art Over The World against any (further) claims of the Buyer in question.

With regard to Buyers, Art Over The World applies general terms and conditions which, among other things, provide for the contractual relationship between the User and Buyers. Buyers may invoke the provisions of these general terms and conditions against the User insofar as the provision in question relates to a Purchase Agreement to which the User and the Buyer in question are parties.

ARTICLE 4. | RIGHT OF DISSOLUTION FOR PRIVATE USERS

The provisions of this article only apply to Users, natural persons, not acting in the exercise of a profession or business.

The User has the legal right to dissolve the User Agreement without giving reasons for doing so for a period of 14 days after the User Agreement has been concluded.

Observance of the Terms of Use by Online Gallery during the period of dissolution only takes place at the express request of the User.

The User who makes use of the right of dissolution, can dissolve the User Agreement by submitting a request to Art Over The World by e-mail or by using the model revocation form offered by Art Over The World. As soon as possible after Art Over The World has been informed of the intention of the User to dissolve the User agreement and if the conditions of this article are met, Art Over The World will confirm the dissolution by e-mail.

When exercising the right of dissolution following a request in accordance with paragraph 3, the User owes Art Over The World an amount that is proportional to that part of the User Agreement that Art Over The World has complied with at the time of exercising the right of dissolution, compared to full compliance with the User Agreement. The proportionate amount owed by the User to Art Over The World will be calculated on the basis of the total price as explicitly agreed upon. If determination on the basis of the total price is not reasonable under the circumstances, the proportionate amount shall be calculated on the basis of the market value of the part of the Usage Agreement that has been performed.

Art Over The World will refund to the User the payment already received from the User, minus the amount referred to in paragraph 5, as soon as possible, but at the latest within 14 days after dissolution of the User Agreement.

ARTICLE 5. | TERM, TERMINATION AND UPGRADING OF THE USER AGREEMENT

Depending on what has been expressly agreed, the User Agreement is entered into for a period of one or 12 months.



The Usage Agreement shall always be tacitly renewed for a period of one month after expiry of the agreed term, unless the Usage Agreement has been terminated in good time in accordance with the provisions of the following paragraph.

The Usage Agreement terminates by notice in Writing on the last day of the calendar month or calendar year in which the notice is given.

Contrary to the provisions of paragraph 2, Art Over The World and the User may expressly renew the Terms of Use for a period longer than one month.

Monthly or annual amounts already paid in respect of User Agreements will never qualify for a refund, not even if the User Agreement has been terminated prematurely by the User and then not in connection with a switch to the 'Art Buyer package'.

The User may upgrade the User Agreement in the interim to an available more expensive package. If applicable, this does not affect the initially agreed period of validity and is settled in proportion to the period that the User will make use of the upgraded package.

ARTICLE 6. | EXECUTION OF ORDERS AND AUCTIONS

If the Offer relates to a single purchase, the Buyer effects the Purchase Agreement by placing an order through the Platform and by complying with all the conditions specified by Art Over The World. After the conclusion of the Purchase Agreement, the User is obliged towards the Buyer to deliver the Product.

If the User wishes to place an Offer in the auction section of the Platform, the User must, in the manner designated by Art Over The World, select the term for which the Offer is valid and specify a minimum price at which the Product will be sold. The duration of the auction shall be extended by a maximum of ten minutes, provided that at least two bids have been submitted, to enable the other bidder or bidders to exceed the highest bid so far. Other bidders will be notified of this by email by Art Over The World. The Buyer who has submitted the highest bid after the expiry of the final term of the auction, claims delivery of the Product by the User. That Buyer is obliged to purchase the Product from the User. Art Over The World will send a confirmation and payment link to the Buyer concerned in order to make the agreed payment.

Until a Purchase Agreement has been concluded in accordance with the provisions of the previous paragraphs, the User shall be entitled to withdraw the relevant Offer, in the manner indicated for that purpose under his account.

After the conclusion of the Purchase Agreement, the User will receive as soon as possible a message from Online Gallery indicating to which Product the delivery is

related and what the shipping details are. The User must deliver the Product as soon as possible after receipt of the order details.

The User is responsible for taking all information he receives from Art Over The World at any time, in order to be able to fulfil his obligations resulting from a Purchase Agreement or the use of the Service in a timely manner.

The User will pack Products properly and set up a track-and-trace for each shipment in the manner designated by Art Over The World.

The User shall be liable towards the Buyer for the fulfilment of all obligations arising from the relevant Purchase Agreement. Art Over The World is, without prejudice to the other provisions of these general terms and conditions, only involved in the Sales Agreement with regard to the publication of the Offer, the facilitation of the conclusion of the Sales Agreement and the forwarding of orders to the User and the settlement of payments in this respect. The User is responsible for the proper and timely execution of the Sales Agreement in accordance with the instructions provided by Art Over The World. The User guarantees that all Products offered by him/her on the Platform comply with the Purchase Agreements concluded with Buyers, the specifications stated in the Offer, the reasonable requirements of soundness and usability and the legal provisions existing on the date on which the sale was concluded. Art Over The World is not liable for any shortcomings of the User towards the Buyer. The User indemnifies Art Over The World against all claims of Buyers and other third parties in this respect.

ARTICLE 7. | RIGHT OF RESCISSION FOR CONSUMERS IN PURCHASE AGREEMENTS

The provisions of this article do not apply if the User does not act within the framework of the User Agreement in the exercise of a profession or business.

Subject to the other provisions of this article, a Consumer may dissolve the Purchase Agreement for a period of 14 days after receipt of the Product, without giving reasons. The Consumer must invoke the right of dissolution in accordance with the provisions of paragraph 4 with:

Art Over The World if less than four days have elapsed since the day of delivery of the Product;

the User if four days have already elapsed since the day of delivery of the Product.

The Consumer has no right of dissolution in the event of:

the delivery of Products manufactured according to the Consumer's specifications, which are not prefabricated and which are manufactured on the basis of an



individual choice or decision of the Consumer, or which are clearly intended for a specific person;

the delivery of Products which, by their nature, have been irrevocably mixed with other items after delivery;

the delivery of Products in respect of which the right of dissolution is otherwise excluded by virtue of Section 6.5.2B of the Dutch Civil Code or does not apply, in which case this is explicitly stated in the Offer.

The Consumer who makes use of the right of dissolution, can dissolve the Purchase Agreement by submitting a request to Art Over The World, respectively the User, by e-mail or by using the model revocation form offered by Art Over The World. As soon as possible after Art Over The World, respectively the User, has been informed of the intention of the Consumer to dissolve the Purchase agreement and if the conditions of this article are met, that party will confirm the dissolution of the Purchase Agreement to the Consumer by e-mail.

A Consumer may only handle and inspect the Product to be returned to User to the extent necessary to assess the nature and characteristics of the Product. The basic principle here is that the Consumer may only handle and inspect the Product as he would in a physical shop.

If a Consumer makes use of the right of dissolution, he will return the Product to User undamaged, with all delivered accessories and in its original condition and packaging. The Product must be returned by the Consumer within 14 days after dissolution of the Purchase Agreement in accordance with the provisions of paragraph 4.

The Consumer will only be liable towards User for any reduction in value of the Product resulting from a way of dealing with the Product that goes beyond what is permitted under paragraph 5. User is entitled to compensation of this reduction in value vis-à-vis the Consumer, whether or not by setting it off against the payment already received from the Consumer. Depreciation will never be determined and settled by Art Over The World.

If the Consumer makes use of the right of dissolution, the costs of returning the Product will be borne by the Consumer.

Depending on which party (Art Over The World or User) has validly invoked the right of dissolution in accordance with the provisions of paragraph 2, the payment received from the Consumer, minus any reduction in value as determined by User if User provides a refund, will be refunded to the Consumer as soon as possible, but no later than within 14 days after dissolution of the Purchase Agreement, provided that the Product has been received back by User or it has been demonstrated by the Consumer to the refunding party that the Product has actually been returned. The party obliged to

reimburse the Consumer shall not be obliged to reimburse the additional costs if the Consumer has expressly opted for a method of delivery other than the offered least costly standard delivery method when placing the order.

ARTICLE 8. | PRICES, COMMISSION AND PAYMENTS

Within the framework of the Purchase Agreement, the User determines the selling price of the Products in the Offer. If the Offer relates to an auction, it concerns a minimum sale price.

Art Over The World does charge commission on sold work and charges €0,99 transaction cost.

Payments from Art Over The World, to be made to the User, will be made to the User's bank account or credit card known to Art Over The World, but never earlier than 30 days after the relevant Product has been received by the relevant Buyer according to Art Over The World's records, on the understanding that Art Over The World reserves the right to suspend payment obligations to the User if and as long as there is a complaint made by the Buyer to Art Over The World regarding the delivered Product. If the Buyer proves that the User has not fulfilled his obligation to deliver in accordance with the purchase agreement, Art Over The World is entitled to refund the Buyer the amount paid by him within the framework of the Purchase Agreement and thereby dissolve the Purchase Agreement on behalf of the Buyer. The Buyer then has the obligation to return the Product to the User. Art Over The World will inform the Buyer about this, but will not be liable to the User for any non-compliance by the Buyer. After dissolution of the Purchase Agreement and the notification to the Buyer as referred to herein, the User will indemnify Art Over The World against all his claims for redelivery towards the Buyer.

The User is not allowed to receive payments directly from Buyers. In such a case, the User must refund the amount paid by the Buyer and point out to the Buyer that only payment to Art Over The World will discharge him.

Amounts to be paid by the User to Art Over The World pursuant to the User Agreement must be paid in the manner designated by Art Over The World. Art Over The World is not obliged to execute the User Agreement until after the relevant payment has been received by Art Over The World.

In case payment to Art Over The World by direct debit has been agreed upon, the direct debit authorisation is revoked or in case a payment is reversed, the payment must still be made by bank transfer, within the period specified by Art Over The World. In such cases Art Over The World is, without prejudice to the provisions of paragraphs 9 and 10, also entitled to charge the costs associated with the withdrawal or reversal.



If payment is not made on time, the User shall be in default by operation of law. As from the day on which the User is in default, the User shall owe the then applicable statutory (commercial) interest on the outstanding amount.

All reasonable costs, whether judicial, extrajudicial or execution costs, incurred to obtain the amounts owed by the User to Art Over The World, shall be borne by the User, without prejudice to the provisions of the following paragraph.

In case a User does not act in the exercise of a profession or business and fails to pay, Art Over The World will not charge additional costs for this reason until after the User has been reminded in vain to pay in full within a period of at least fourteen days. If the User has not paid after expiry of this term, Art Over The World is entitled to charge statutory interest and extrajudicial collection costs on the outstanding amount. These collection costs amount to a maximum of 15% over outstanding amounts up to € 2,500, 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40.

ARTICLE 9. | ABUSE

If the User fails to fulfil his obligations under a Purchase Agreement or if Art Over The World has good reason to fear that the User will not be able to fulfil his obligations under a (future) Purchase Agreement, e.g. because an Offer contains manifestly incorrect or unlawful information, or the User has not delivered or will not deliver the Products, Art Over The World is entitled to block the User's account, and in the case of a Purchase Agreement already concluded, to dissolve the Purchase Agreement on behalf of the Buyer.

The rights as referred to in the previous paragraph also accrue to Art Over The World in the event that the User otherwise violates the provisions of these general terms and conditions, unless under the circumstances the relevant violation does not reasonably justify the consequences thereof. Also if a conflict arises between the User and a Buyer, the cause of which can be attributed to the User, Art Over The World can exercise the rights referred to in the previous paragraph.

Art Over The World can never be held liable for any damage caused to the User as a result of Art Over The World exercising the rights referred to in the previous paragraphs of this article. If a Buyer suffers damage as a result, the User indemnifies Art Over The World against all claims of the Buyer in question.

ARTICLE 10. | LIABILITY AND INDEMNITY

Art Over The World is not liable because the Service is based on incorrect or incomplete information provided by the User.

The User guarantees that he is fully entitled to place his Offer on the Platform and therefore does not infringe any rights of third parties. The User indemnifies Art Over

The World against all claims of third parties in this respect.

Art Over The World is not liable for services provided by third parties in respect of which the User has entered into an agreement, not even if this agreement has been concluded through Art Over The World, such as in the case of conducting interviews.

Art Over The World is at all times entitled, if it has reasonable grounds to do so, to remove the Offer placed by the User through the Platform, without Art Over The World being liable in any way towards the User or third parties as a result of such removal. Reasons shall include the fact that the Offer is contrary to the law or the provisions of these general terms and conditions.

Art Over The World does not guarantee to the User that and to what extent the User's Products are sold through the Platform. Art Over The World commits itself exclusively to a best-efforts obligation in this respect.

Art Over The World shall not be liable for damage resulting from a circumstance that cannot be attributed to it under the law, legal act or generally accepted views (force majeure).

Art Over The World is not liable for damages resulting from unauthorized use of the User's login details to access their account on the Platform.

Art Over The World makes every effort to optimise the correct operation and accessibility of the Platform. However, Art Over The World cannot guarantee that the facilities on the Platform will always be available indefinitely and that all facilities on the Platform will always function smoothly. Any liability of Art Over The World in this respect is excluded.

Art Over The World is at all times authorized to (temporarily) put the Platform or parts thereof out of use if it deems this desirable in respect of maintenance, adaptation or improvement of the Platform or the servers of Art Over The World or third parties on which the operation of the Platform depends. All liability of Art Over The World as a result of inaccessibility of the Platform or parts thereof is excluded.

Art Over The World makes every reasonable effort to secure the Platform and its systems against any form of unlawful use by third parties. Art Over The World is never liable for violation of (intellectual property) rights of the User by third parties, as well as for damages resulting from loss or damage to data provided by the user.

Insofar as, despite the provisions of these general terms and conditions, Art Over The World has any liability towards the User, this liability is limited to a maximum of the invoice value of the User agreement, at least that part of the User agreement to which Art Over The World's liability relates.



Art Over The World is in any case never liable for consequential damages, loss of data and immaterial damage, related to the use of the Platform and the other performance of the User Agreement or Service by Art Over The World.

The User indemnifies Art Over The World against any claims from third parties, including Buyers in particular, who suffer damages in connection with the execution of the Purchase Agreement and/or Service and the cause of which is attributable to the User. Should Art Over The World be called to account by a third party for this reason, the User is obliged to assist Art Over The World both out of court and in court and to immediately do everything that can reasonably be expected of him in that case. Should the User fail to take adequate measures, Art Over The World is entitled to do so itself, without notice of default. All costs and damages on the part of Art Over The World and/or third parties resulting from this, are integrally at the expense and risk of the User.

ARTICLE 11. | COMPLAINTS POLICY

Complaints by the User about the implementation of the User Agreement or the Service by Art On The World, the User must send written and fully and clearly described complaints to Art Over The World within a reasonable time after the User has discovered the grounds that gave rise to the complaint.

Complaints submitted to Art Over The World will be answered within seven days of receipt. If a complaint requires a longer processing time, an answer will be given within the period of seven days with an acknowledgement of receipt and an indication of when the User can expect a more detailed answer.

If a complaint regarding the execution of the User Agreement or the Service by Art Over The World cannot be resolved by mutual agreement between Art Over The World and a User, a natural person not acting in the course of a profession or business, this User may submit the dispute to the Disputes Committee via the ODR platform (ec.europa.eu/consumers/odr/).

ARTICLE 12. | INTELLECTUAL PROPERTY

All copyrights and other intellectual property rights to the Platform and its components, including the software, design and operation of the Platform and images displayed through the Platform, belong to Art Over The World or its licensors, except to the extent that these rights are legally vested in the User. Without the prior written consent of Art Over The World or the respective licensor, it is prohibited to reproduce, reproduce, distribute, exploit or create derivative works from the material on which the rights of Art Over The World or the respective licensor rest.

In the event of a breach of the provisions of the previous paragraph attributable to the User, Art Over The World

or the licensor reserves all rights vested in it by law, including the right to claim reasonable damages and immediate cancellation of the breach.

ARTICLE 13. | CONCLUDING PROVISIONS

The User Agreement, the Offer, Purchase Agreements, the use of the Platform and the Service are governed exclusively by Dutch law.

In case a dispute arises between Art Over The World and the User, they are obliged to make every effort to settle the dispute in mutual consultation.

Except to the extent compulsorily prevented by law, under the given circumstances of the case, only the competent court within the district of Art Over The World's registered office will be designated to hear legal disputes between Art Over The World and the User.

Last update: August 2022