

Conditions relating to the purchase and sale of artworks through Urbaneez

1. IN GENERAL

1.1. In general, terms beginning with a capital letter in the present conditions have the meaning attributed to them in art. 1 of the **General Terms and Conditions** of Urbaneez or, failing that, in the present conditions.

1.2. These conditions for the buying and selling of Artworks apply in addition to the **General Terms and Conditions** and the other documents included in the Contractual Documentation. In the event of any discrepancy between the general terms and conditions and these terms and conditions, the latter shall prevail.

2. ABOUT THESE CONDITIONS

2.1. Urbaneez is an **online marketplace** dedicated to Urban Contemporary Art which allows Users (potential Buyers) to connect to Sellers (independent Artists or Galleries) to buy Artworks through the Site.

2.2. The scope of these conditions is to govern the contractual relationship between the Buyer, the Seller and Urbaneez in the event of a purchase or sale of an Artwork through the Site.

3. CONTRACTUAL RELATIONSHIPS

3.1. Urbaneez allows the connection and direct conclusion of a Contract (as defined in art. 4.1) between a Buyer and a Seller: **Urbaneez therefore only acts as an intermediary between the two parties** (art. 2.1 of the [general conditions](#)).

3.2. The Buyer directly contracts with the Seller when purchasing an Artwork, excluding Urbaneez which is responsible for the availability of the Site allowing the conclusion of a Sales Contract.

3.3. Urbaneez does not guarantee in any way the availability of an Artwork that a User would like to purchase. This being linked to the responsibility of the Seller who is bound by the obligations arising from the Sales Contract.

4. SALES CONTRACT – IN GENERAL

4.1. A Sales Contract is concluded between the Buyer and the Seller whereby the Seller hands over a specific Artwork to the Buyer in return for payment of the Sales Price listed on the Site.

4.2. The User (potential Buyer) and the Seller (independent Artists and Galleries) are required to comply with the Contractual Documentation and in particular with the provisions in terms of personal data protection as set out in our **Privacy Policy**.

4.3. In case of a purchase of an Artwork on the Site, the Buyer agrees to be bound by the Seller's possible contractual terms and conditions, in particular its possible general terms and conditions in addition to the Contractual Documentation of Urbaneez.

5. SALES CONTRACT – CONCLUSION

5.1. Any purchase of an Artwork on the Site is subject to the validation of its availability which must be confirmed by the Seller. The validation of an order therefore constitutes a "Purchase Offer" by the User to the Seller.

5.2. The Buyer, by confirming its shopping cart to buy an Artwork, hence submits a Purchase Offer for the Artwork(s) directly to the Seller.

5.3. Urbaneez sends this offer to the Seller who has 48 hours from receipt of Urbaneez's notice to inform about the availability of the Artwork.

5.4. If the Seller confirms the availability of the Artwork to Urbaneez, the Buyer will be informed by email to definitively conclude the sale.

5.5. Once the confirmation received by Urbaneez, the Sales Contract between the Buyer and the Seller is deemed concluded. Urbaneez informs the Seller by email and indicates on the Site that the Artwork is sold.

5.6. The Seller undertakes not to sell the Artwork to a third party during the 48h time limit indicated in art. 5.3.

5.7. The 48h time limit can be extended if the Seller has previously informed Urbaneez by email that he was unable to respect the indicated time limit. However, this extended time limit may not exceed two weeks.

5.8. Once the Sales Contract between the Buyer and the Seller is concluded (art. 5.5), Urbaneez provides the Seller the information necessary to prepare and organize the delivery of the Artwork to the Buyer.

5.9. The data recorded by Urbaneez constitute proof of a willingness to buy and acceptance of the sale of an Artwork, respectively between a Buyer and a Seller through the Site.

6. SALES CONTRACT – REQUIRED INFORMATION

- 6.1. The Buyer must necessarily be registered on the Site to proceed with the purchase of an Artwork.
- 6.2. To offer an Artwork on the Site, the Seller must be registered on the Site and his registration must first be validated and accepted by Urbaneez.
- 6.3. If a User (potential Seller) does not have an account with Urbaneez yet, he will be invited to register, to accept the Contractual Documentation, to transmit the required elements to be authorized to sell on Urbaneez (respecting the **Privacy Policy**) and to indicate his possible sales conditions.
- 6.4. The Buyer's personal information necessary for the purchase of the Artwork is forwarded to the Seller by Urbaneez on the basis of the information given by the Buyer during registration, or as modified by the update of his user profile, as indicated in our **Privacy Policy**.
- 6.5. Information relating to the Seller is displayed on his profile page on the Site or on the pages dedicated to the presentation of the Artworks he offers.
- 6.6. In order to pay the Seller with the amount withheld by Urbaneez through its payment service provider (as mentioned in art. 10.2), the Seller should have transmitted its bank details as well as any information relating to its legal status. Urbaneez is in charge of processing these data but is not responsible for the processing of transactions that is carried out by its payment service provider.

7. SALE OF AN ARTWORK – SELLER'S RESPONSIBILITY

- 7.1. By listing an Artwork on the Site, the Seller acting as an independent Artist guarantees that he is the author of the Artwork, that this Artwork is original and that it does not contravene in any way the laws, regulations and standards in force and that it does not infringe the rights of third parties. He therefore guarantees Urbaneez and the Buyer that no recourse by a third party is possible regarding the Artwork. Urbaneez cannot be held responsible for any failure of the Seller.
- 7.2. Where the Seller is a Gallery, the Seller warrants that he is authorized to sell and represent the Artist whose works he is offering. He therefore undertakes to have checked beforehand with each Artist that the conditions set out in art 7.1 are respected.
- 7.3. It is the exclusive responsibility of the Seller to indicate its possible additional conditions in a clear, correct and exhaustive manner. Urbaneez cannot be held responsible in case of failure of the Seller.

7.4. Sellers are required to ensure that the rules of the profession or any other rule allow them to list their Artworks on the Site. Otherwise, they are required not to use the Service. Urbaneez cannot be responsible in case of unauthorized use of the Site by a Seller.

7.5. Urbaneez isn't required to train or supervise its Sellers and cannot be responsible for damage caused by them.

7.6. Urbaneez is neither guarantor nor intermediary with respect to the legal obligations of the Seller, in particular its obligations related to the Sales Contracts he concludes, and cannot be held responsible for any breach of its obligations by the Seller.

8. PURCHASE OF AN ARTWORK – BUYER'S RESPONSIBILITY

8.1. It is the Buyer's sole responsibility to ensure that he will be able to meet its obligations as a creditor and/or debtor under the Sales Contract binding him to a given Seller. Urbaneez cannot be held responsible, for any reason whatsoever, for a potential default of the Buyer.

8.2. In addition, it is the Buyer's responsibility to provide the information necessary for the purchase of an Artwork, in an exact and exhaustive manner, in particular the information relating to the delivery address which will allow to determine the shipping costs.

8.3. Urbaneez is neither guarantor nor intermediary with respect to the legal obligations of the Buyer, in particular its obligations related to the Sales Contracts he concludes, and cannot be held responsible for any breach of its obligations by the Buyer.

9. SELLING PRICE

9.1. Urbaneez is not required to set the Selling Price for each Artwork, the Price listed is the sole responsibility of the Seller. Prices are expressed in four different currencies: Euros (EUR), Us Dollars (USD), Swiss Francs (CHF) and Pounds Sterling (GBP).

9.2. The Sales Price mentioned on the Site does not include the shipping costs that can only be determined during the purchasing process, nor any additional taxes.

9.3. By confirming the Purchase Offer, the Buyer is invited to specify the delivery address during the purchasing process. This address is then used to calculate the exact shipping costs and to determine the final Price.

9.4. Some taxes such as VAT or any other taxes must be included in the listed prices. It is therefore the Seller's responsibility to include VAT or any other taxes, to collect said taxes and to make the related declarations.

9.5. It is expressly stressed that in the context of transaction processing done on the Site, Urbaneez acts only in the name and on behalf of the Sellers. Urbaneez is not responsible for the management of VAT and any other tax for the Sellers and cannot be held responsible in case of default of the Sellers.

9.6. It is specified that for certain shippings, custom duties or import taxes may be applied depending on the legislation of the countries of destination. These additional costs are calculated when an Artwork reaches the country of destination. Urbaneez cannot be held responsible for their application.

9.7. The listed Sales price does not include the costs related to the payment processing, as these can only be calculated from the final Price of the order. Moreover, these costs will be covered by the Seller and Urbaneez and will be equally shared between both parties.

10. PAYMENT

10.1. The available payment methods are displayed on the Site during the purchasing process. These means of payment are mainly credit/debit cards.

10.2. Payments are made through Urbaneez's payment service provider (Stripe), in such a way that no financial transactions transit through Urbaneez's servers.

10.3. When validating the shopping cart, the Buyer is invited to complete the credit or debit card information directly on the Site and this information will then be processed by Urbaneez's payment service provider. The terms and conditions of the payment service provider are therefore also applicable to the payment and the User accepts them during the payment process.

10.4. Sellers must have an account with Urbaneez's payment service provider to be able to receive payments from Buyers. Terms and conditions of the payment service provider (Stripe) must therefore be accepted by the Seller beforehand. If these conditions are not accepted, the Sellers will not be able to use Urbaneez's Services.

10.5. In addition, by using any other means of payment offered on the Site, Users accept the terms of use defined by these financial service providers.

11. VALIDATION OF THE ORDER

11.1. Once the shopping cart has been validated by the Buyer, the Buyer will receive an "Order Summary" by email while waiting for the confirmation of the availability of the Artwork. The Seller is immediately informed by email of the Buyer's Purchase Offer and has 48 hours to confirm it.

11.2. The Order Summary leading to the conclusion of a Sales Contract is made available to the Seller and the User by email. Once the availability of the Artwork has been confirmed by the Seller within 48 hours, each party receives an official "Order Confirmation" by email which then allows the shipping process to start.

11.3. The Buyer and the Seller are obliged to check the Order Summary upon receipt. It is their sole responsibility to check that the order corresponds to the Artwork(s) they wish to buy or sell. If there is an error, the Buyer or the Seller must mention it to Urbaneez within a maximum of 24 hours. After this time limit, the Order Summary is considered accepted.

12. COST OF SERVICE

12.1. Urbaneez's Commission amounts to 25% on the Sales Price mentioned on the Site. The Seller perceives thus 75% on each sale done through Urbaneez. Shipping costs are excluded and Swiss VAT if applicable.

12.2. Urbaneez's payment service provider is responsible for collecting the payment made by the Buyer, to remunerate the logistics partner according to the shipping costs calculated in the shopping cart, to pay the commission to Urbaneez and the Sales Price to the Seller. Urbaneez cannot be held responsible in case of failure in the processing of the transactions made by its payment service provider.

12.3. Shipping costs that are calculated by Urbaneez's logistics partner during the purchasing process are entirely the Buyer's responsibility. Neither the Seller nor Urbaneez can receive a commission on these costs which are completely independent.

12.4. Urbaneez reserves the right to modify its pricing conditions at any time, in respecting a reasonable notice to Sellers already registered.

13. SHIPPING AND DELIVERY

13.1. Shipping costs are entirely at the expense of the Buyer. The Seller should therefore not include them in the Sales Price as these depend on the delivery address provided by the Buyer.

13.2. The packaging costs and the preparation of the Artwork for shipping are under the Seller's responsibility. They are obliged to respect the recommendations provided by Urbaneez.

13.3. Urbaneez undertakes to organize the collection of a sold Artwork (excluding Artworks of small sizes) and to organize the shipping to the final Buyer through its logistics partner.

- 13.4. Transport and delivery are handled by Urbaneez's logistics partner, specialized in the international transport of Artworks.
- 13.5. The exact shipping costs are instantly calculated thanks to the algorithm of Urbaneez's logistics partner when the Buyer specifies his delivery address during the purchasing process. These include an ad-valorem insurance that cannot be removed for security reasons.
- 13.6. Each shipping of an Artwork must include the original purchase invoice issued by the Seller and the certificate of authenticity signed by the Artist or partner Gallery.

14. RIGHT OF WITHDRAWAL

- 14.1. The Buyer has a period of 14 days from the receipt of the Artwork to exercise his right of withdrawal by sending an email to the following address: support@urbaneez.art. Urbaneez will then consider the withdrawal request of the Buyer and will inform the Seller to organize the return.
- 14.2. The Artwork must nevertheless be in perfect condition to exercise this right of withdrawal and must be repackaged in its original packaging or of equivalent quality to avoid any damage during its return.
- 14.3. The returned Artworks that do not comply with these conditions, or that are damaged or soiled by the Buyer will not be returned or refunded, Urbaneez reserves the right to find a potential amicable agreement at its sole discretion.
- 14.4. The Seller must reimburse the Buyer through Urbaneez's payment service provider within 14 days after receiving the Artwork in return. The refund will cover the final price of the order paid by the Buyer.
- 14.5. The right of withdrawal does not apply to Artworks that would have been custom-made by an Artist at the request of the Buyer via Urbaneez's Services.

15. RETURNS AND REFUNDS

- 15.1. If an ordered Artwork has unfortunately been damaged during shipping, or if it does not correspond exactly to its description, the Buyer must contact Urbaneez within 48 hours upon receipt of his order. An email must be sent to support@urbaneez.art indicating the defect or non-compliance of the Artwork and by sending any evidence that would allow to determine the origin of the problem, including photographs.
- 15.2. Urbaneez will then conduct an investigation. The Buyer will be responsible for packaging the Artwork to be returned in its original packaging, taking care to respect

all the principles of secure packaging of Artworks, and to insert the corresponding purchase invoice.

- 15.3. If the defect is proven or if the damage is not the responsibility of the Buyer, Urbaneez will then proceed to organize the return of the Artwork to the Seller and propose a solution.
- 15.4. Once the Artwork is returned to the Seller and the necessary verifications carried out, Urbaneez and the Seller will propose to the Buyer, as the case may be, the restoration or replacement of the Artwork as far as possible. If the restoration or replacement of the Artwork is impossible, the Buyer will be fully refunded the price paid during the order as soon as possible.
- 15.5. Returns are handled by Urbaneez's logistics partner but are initiated individually from the original order. The delivery address must however be the same.
- 15.6. The shipping costs to return an Artwork are handled by Urbaneez in order to respect its commitment for the entire satisfaction of online art Buyers.

16. RESPONSIBILITY

- 16.1. It is recalled that Urbaneez is never party to the Sales Contract that is established directly between the Buyer and the Seller for any order placed through the Site.
- 16.2. As stated in the **General Terms and Conditions**, Urbaneez cannot be held responsible for any erroneous or incomplete information provided by the Buyers and Sellers. The latter agree to be solely responsible for their choice to conclude or not the Sales Contract. Acting as an intermediary, Urbaneez is not responsible for the good execution of the contractual and legal obligations of the Seller and Buyer and is not required to control it.
- 16.3. Urbaneez implements the efforts that can reasonably be expected from an intermediary to limit fraudulent use of the Site. However, Urbaneez cannot be responsible in the case of a non-compliant use by a User of the Site except in case of serious fault on the part of Urbaneez.
- 16.4. It is reminded that the Seller is solely responsible for the information he indicates on the Site, particularly with regard to the description of the Artwork (size, weight, technique, date of completion...). The elements mentioned on the Site can in no way be qualified as guarantees or qualities promised by Urbaneez since they are the responsibility of the Seller who owns the original Artworks.
- 16.5. The Buyer, by acquiring the Seller's Artwork, agrees to be also bound to additional terms and conditions of that Seller. Urbaneez cannot be held responsible for the

non-execution of the Sales Contract and is also not responsible for the Buyer's compliance with its obligations.

- 16.6. The general exclusion of liability of Urbaneez also extends to the breach of pre-contractual obligations of Buyers and Sellers as well as to the extra-contractual liability of the latter.
- 16.7. In any case, the responsibility of Urbaneez cannot be engaged for an amount exceeding the Sales Price listed on the Site for an Artwork.

Latest version: 30th June 2020