

# TERMS AND CONDITIONS

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These Terms and Conditions (hereinafter referred to as the "Terms") constitute a legally binding agreement between the user ("User", "you", or "your") and the art marketplace platform ("Platform", "we", "our", or "us"). These Terms govern your access to and use of the Platform, including all services, features, content, and functionalities made available through the Platform. By accessing, browsing, registering, or using the Platform in any manner, you acknowledge that you have read, understood, and agreed to be bound by these Terms. If you do not agree to these Terms, you must immediately cease use of the Platform.

## 1. Nature of the Platform and Services

The Platform operates as an online marketplace designed to facilitate the display, promotion, and sale of artworks created by independent artists. The Platform provides technological infrastructure, including but not limited to user interfaces, database systems powered by backend services such as Supabase, image storage, communication tools, and transaction facilitation mechanisms.

The Platform acts solely as an intermediary and facilitator between artists and buyers. Unless expressly stated otherwise, the Platform does not take ownership of any artwork listed, nor does it act as a seller, reseller, or distributor of such artwork.

## **2. User Registration and Account Responsibilities**

In order to access certain features of the Platform, Users may be required to create an account by providing accurate, complete, and up-to-date information. You agree to maintain the confidentiality of your account credentials and accept full responsibility for all activities that occur under your account.

The Platform utilizes authentication systems, which may include thirdparty services such as Google login or email-based authentication. Users are responsible for ensuring secure access to their accounts and must promptly notify the Platform of any unauthorized use.

## **3. Artist Obligations and Representations**

Artists who upload content to the Platform represent and warrant that they are the sole and rightful owners of the artworks or have obtained all necessary rights and permissions to display, sell, and distribute such content.

Artists agree to provide accurate descriptions, pricing, and relevant details for each artwork listing. Misrepresentation, misleading information, or fraudulent listings may result in suspension or termination of the account.

Artists acknowledge that the Platform may charge a commission (for example, 25%) on successful sales and custom artwork transactions. Such commission shall be deducted prior to payout, where applicable.

## **4. Buyer Obligations**

Buyers agree to provide accurate billing, shipping, and contact information when placing orders. Buyers are responsible for ensuring that payments are completed through authorized payment gateways integrated into the Platform.

Buyers shall not engage in fraudulent transactions, chargebacks without valid grounds, or misuse of the Platform's services.

## **5. Transactions, Payments, and Commissions**

All payments made on the Platform are processed through secure thirdparty payment gateways. The Platform does not store sensitive payment information such as card details.

Depending on the Platform's operational model, payments may be routed through the Platform before being disbursed to artists, subject to applicable commission deductions.

The Platform reserves the right to modify commission structures, introduce service fees, or adjust pricing mechanisms with prior notice.

## **6. Custom Artwork Requests and Inquiries**

The Platform may provide functionality for buyers to request custom artwork by submitting inquiries, reference images, and requirements. Such requests are subject to acceptance by artists.

The Platform does not guarantee fulfillment of custom requests and shall not be held liable for disputes arising between buyers and artists in such transactions.

## **7. Intellectual Property Rights**

All intellectual property rights in the artworks remain with the respective artists. By uploading content, artists grant the Platform a non-exclusive, worldwide, royalty-free license to display, reproduce, and promote the content for the purpose of operating and marketing the Platform.

Users are prohibited from copying, reproducing, distributing, or exploiting any content without prior written consent from the respective rights holder.

## **8. Prohibited Activities**

Users shall not engage in any activity that violates applicable laws, infringes intellectual property rights, disrupts platform functionality, or compromises security.

This includes, but is not limited to, uploading malicious code, attempting unauthorized access, impersonating others, or engaging in abusive or harmful behavior.

## **9. Platform Liability and Disclaimer**

The Platform is provided on an "as is" and "as available" basis without warranties of any kind. While we strive to ensure reliability and accuracy, we do not guarantee uninterrupted or error-free operation.

The Platform shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of the Platform.

## **10. Termination and Suspension**

The Platform reserves the right to suspend, restrict, or terminate user accounts at its sole discretion in cases of violation of these Terms or suspected fraudulent activity.

Upon termination, access to the Platform may be revoked, and any pending transactions may be handled in accordance with applicable policies.

## **11. Data and Technology Infrastructure**

The Platform utilizes backend services, including Supabase and cloud storage systems, to manage user data, artwork uploads, and operational functionality.

While reasonable measures are taken to ensure data integrity and security, Users acknowledge that no system is entirely immune to risks.

## **12. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of India. Any disputes arising shall be subject to the exclusive jurisdiction of the courts in the appropriate city as determined by the Platform.

## **13. Amendments**

We reserve the right to update or modify these Terms at any time. Continued use of the Platform after such changes constitutes acceptance of the revised Terms.

## **14. Contact Information**

For any queries regarding these Terms, please contact:

Email: [poiesisartgalleryinfo@gmail.com](mailto:poiesisartgalleryinfo@gmail.com)

Mobile no: +919288013878