

# Website Terms and Conditions

## General Terms of Use

Version 1.2: June 21, 2023

Art Money U.S., Inc.  
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### 1. Definitions and terminology

- a. The words “Art Money,” “we,” “us,” and “our” mean Art Money U.S., Inc.;
- b. The word “Website” means the website and/or App owned and operated by Art Money, [www.artmoney.com](http://www.artmoney.com);
- c. The words “you,” “your,” “yours,” and “user” mean any person, entity, or organization that accesses the Website (including any hyperlink on the Website) for any reason whatsoever;
- d. The word “Art Gallery” or “Gallery” means any institutions that we partner with that sell art to clients ;
- e. The word “Services” means the products and services that we offer to Art Galleries and individual users of the Website, including finance;
- f. The singular includes the plural and vice versa;
- g. Headings are for convenience only and do not affect interpretation;
- h. A reference to a party to this document includes that party's agents, service providers, successors and permitted assigns;
- i. A reference to anything includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- j. a reference to legislation or statutory instrument or a provision of any legislation or statutory instrument includes modifications or re-enactments of the legislation or statutory instrument, or any legislative or statutory provision substituted for, and all legislation and statutory instruments and regulations, interpretive guidance, and statements that carry the force and effect of law issued under the legislation or statutory instrument; and
- k. The words “include”, “including”, “for example”, or “such as” are not used as, nor is it to be interpreted as, a word of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### 2. Terms and Conditions / Privacy Policy / Acceptance / Amendment of Terms and Conditions / License

- a. Please read these Website terms and conditions (“Terms and Conditions”) carefully. In using the Website, you agree to be bound by these Terms and Conditions. We may need to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon the date the amended Terms and Conditions are posted to the Website. Your continued use of the Website following such amendment will represent an agreement by you to be bound by the amended Terms and Conditions.
- b. Please review the Art Money [Privacy Policy](#) for information about Art Money’s practices related to the collection, use, and disclosure of personal information. The Privacy Policy is incorporated herein by reference.
- c. These Terms and Conditions apply to the general use of this Website by you. Despite any other provision in these Terms and Conditions to the contrary, unless otherwise expressly set forth in a separate written agreement between you and us, these Terms and Conditions are not intended to, nor do they, govern any contractual relationship between you and us relating to our Services.
- d. Subject to these Terms and Conditions, Art Money grants you a personal, non-exclusive, non-transferable, limited, and revocable license to access and use the Website.

### **3. Access and Use of the Website**

- a. You must take your own precautions to ensure that the process and equipment which you use for accessing the Website do not expose you to the risk of viruses, malicious computer code, or other forms of interference which may damage your own computer/system. For the avoidance of doubt, we do not accept responsibility for any costs associated with maintaining the equipment that you use for accessing the Website nor for any interference or damage to your computer/system that arises from or in connection with your use of the Website or any linked website.
- b. The Website is hosted on a server that is located in the cloud. This Website should not be accessed from any country where use of the Website is illegal or prohibited by laws which apply to the user. We reserve the right to limit access to the Website to any user located outside of the country.
- c. Access to the Website and/or any user or Art Gallery account may be terminated at any time by us without notice.
- d. This Website is intended for use by persons who have reached the age of majority in their state of residence. The products and services offered through the Website are not available to persons who have not yet reached the age of majority in their state of residence.

You accept sole responsibility for all of your activities using the Website. Your use of the Website is limited to its intended function. Misuse of the Website and Art Money’s systems, including but not limited to, unauthorized entry into Art Money’s systems, misuse of passwords, or misuse of any information posted on the Website is strictly prohibited. You may not use the Website in a manner that:

- a. harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);

- b. is unlawful, fraudulent, or deceptive;
- c. uses technology or other means to access content or systems of Art Money in a manner that is not authorized by Art Money;
- d. uses or launches any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” to access content or systems of Art Money;
- e. attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- f. attempts to gain unauthorized access to Art Money’s computer network or any user or Art Gallery account;
- g. encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- h. violates these Terms and Conditions;
- i. attempts to damage, disable, overburden, or impair Art Money’s Website, servers or networks;
- j. otherwise violates any terms or policies set forth by Art Money in its discretion; or
- k. constitutes any other objectionable behavior as determined by Art Money in its discretion.

#### **4. Intellectual Property**

The Website, the content, any materials downloaded, and all intellectual property pertaining to or contained on the Website (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trademarks, and service marks) are owned by Art Money or third parties; all right, title, and interest therein shall remain the property of Art Money and/or such third party owner, as applicable. All content is protected by copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

You are authorized solely to view and retain a copy of the pages of the Website for your own use. You may view and make copies of relevant documents, pages, images, or other materials on the Website for the purpose of transacting business with Art Money. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the Internet, or in any way distribute or exploit the Website, or any portion of the Website, for any unintended public or commercial use without the express written consent of Art Money.

Copyright in the Website (including text, graphics, logos, icons, sound recordings, and software) is owned by or licensed to us. Other than for the purposes of, and subject to the conditions prescribed under United States copyright law, and except as expressly authorized by these Terms and Conditions, you may not in any form or by any means:

- a. adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
- b. commercialize any information obtained from any part of the Website, without our consent.

If you use any of our trademarks in reference to our activities, products, or services, you must include a statement attributing that trademark to us. You must not use any of our trademarks:

- a. in or as the whole or part of your own trademarks;
- b. in connection with activities, products, or services which are not ours;
- c. in a manner which may be confusing, misleading, or deceptive; or
- d. in a manner that disparages us or our information, products, or services (including this Website).

## **5. Linked Websites**

- a. The Website may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the services, products, content, or privacy practices associated with linked websites.
- b. Our links with linked websites should not be construed as an endorsement, approval, or recommendation by us of the owners or operators of those linked websites (and vice versa), or of any information, graphics, materials, services, or products referred to or contained on those linked websites, unless and to the extent expressly stated to the contrary in the Website.

## **6. NO WARRANTY**

THE INFORMATION AND MATERIALS MAINTAINED ON THE WEBSITE, INCLUDING TEXT, GRAPHICS, LINKS, OR OTHER ITEMS ARE PROVIDED “AS IS” OR “AS AVAILABLE.” ART MONEY DOES NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THEM. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

## **7. LIMITATION OF LIABILITY**

IN NO EVENT WILL ART MONEY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING IN CONNECTION WITH THE WEBSITE OR ANY LINKED WEBSITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, EVEN IF ART MONEY OR OUR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES.

## **8. System Outages, Slowdowns, and Capacity Limitations**

At times you may experience difficulty accessing the Website or communicating with Art Money through the Internet or other electronic wireless services as a result of high Internet traffic, transmission problems, systems capacity limitations, or other problems. Any computer system or other electronic device, whether it is yours, an Internet service provider's, or Art Money's, can experience unanticipated outages or slowdowns or have capacity limitations. For the avoidance of doubt, we do not accept responsibility for any system outages, slowdowns, or capacity limitations.

## **9. Protecting Your Devices and Account**

Despite any precautions that we may take, there is no way to ensure the absolute security of the Internet or transmissions made over the Internet. Art Money makes no warranty whatsoever to you, express or implied, regarding the security of the Website, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Website. You acknowledge and agree that you are solely responsible for maintaining the security of your devices. You also acknowledge and agree that you are responsible for maintaining the confidentiality of your login and password. Art Money is not responsible for any losses resulting from the loss or theft of your device or the loss or theft of your information transmitted from or stored on your devices. If you believe that your account has been compromised, you must notify Art Money immediately.

## **10. Governing Law**

These Terms and Conditions are governed by the laws in force in the United States. In using this Website, you agree to submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or the courts of New York sitting in New York County, and any appellate court from any thereof, and you waive any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction. Any cause of action you may have with respect to the Website, the Terms and Conditions, or any additional terms and policies must be commenced within one (1) year after the claim or cause of action arises, or such claim or cause of action shall be barred.

## **11. Severability**

A provision of these Terms and Conditions that is illegal, invalid, or unenforceable in a jurisdiction is ineffective in that jurisdiction only to the extent of the illegality, invalidity, or unenforceability. This does not affect the legality, validity, or enforceability of that provision in any other jurisdiction, nor the remainder of this document in any jurisdiction.

## **12. Interpretation**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, these Terms and Conditions or any part of it.

## **13. Contact Information**

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