

Terms and Conditions V8

Thank you for using Global Art Exchange. Please read these terms of use carefully before using this website and services offered by Global Art Exchange. The following Terms of Use is an Agreement between you and Global Art Exchange (“GAE”, or “we” or “our” or “us”) that governs your use of the Global Art Exchange website, products and services. This Agreement sets forth the legally binding terms and conditions for your use of the website at www.global-art-exchange.com and any other service provided by Global Art Exchange.

By registering for or using the service(s), you (on behalf of yourself or the business you represent) agree to be bound by the terms of this Agreement, including the service terms and program policies that apply for each service you register for. This Agreement is binding upon all users of the site, including without limitation users who are artists, customers, contributors of content, charities, and art resellers.

Global Art Exchange is a platform to allow users who comply with Global Art Exchange’s policies to offer, sell and buy certain goods in a fixed price format. Global Art Exchange does not inventory art or ship art to any buyers. Except for the limited purpose of receiving payments, we are not the agent of any buyer for any purpose. As a result, GAE has no control over the quality, safety, or legality of any aspect of the items listed, or the truth or accuracy of the listings.

1. Enrollment.

To commence use of Global Art Exchange services, you must complete the registration process for one or more of the services. Use of services is limited to parties that can lawfully enter into and form contracts and may only be used by: (a) individuals who are 18 years and older who can form legally binding contracts under applicable law; and, (b) business entities (for profit or not-for-profit) that are properly authorized to use the GAE services. As part of the application, you must provide us with your (or your business’) legal name, address, phone number and e-mail address. You represent and warrant that you are at least 18 years old and that all registration information you submit is true, complete and correct.

Individuals under the age of 18 must at all times use GAE’s services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In such cases, the adult is the user and is bound by the terms of this Agreement.

2. Communications.

Using any services provided by GAE requires communication between our customers and us. We will communicate with you by e-mail or by phone whichever is most convenient and cost effective. When you communicate via e-mail to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements for means and format of delivery.

3. Compliance.

You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by GAE's policies as stated in this Agreement, as well as all other policies and procedures that may be published by GAE from time to time. We may at any time cease providing the services at our sole discretion and without notice. GAE reserves the right to refuse service to anyone, for any reason, at any time.

4. Account.

You agree to keep your account information up-to-date, including accurate e-mail, contact and payment information. You also agree to notify GAE to remove any art that is listed for sale on Global-art-exchange.com, if that piece has been sold through another venue.

Password.

You are fully responsible for keeping your password secure. You may change your password at anytime and often to prevent breach of security. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. Any unauthorized use of your password or breach of security must be reported to GAE immediately. You also agree that GAE shall not be liable for any loss or damage arising from your failure to keep your password secure.

5. Listing and Selling Conditions.

For all Artists, Student Artists, Charities, and Resellers listing an item for sale on the Global-art-exchange.com site is free and will be listed for 90 days, or until the item sells. To list an item on the site you will need to create an account. By creating an account and listing artwork, you warrant that you and all aspects of the item comply with GAE's published policies. You also warrant that you may legally sell the item. You must accurately describe your item and all conditions of the listed piece. Your listings may include text descriptions, pictures, price and other content relevant to the sale of that item. Each listing must accurately and completely describe the item for sale. Each unique item must have an individual listing form filled out in your account. Each listing will include an estimate of packaging, insurance, and shipping costs, which the Seller will pre-determine and include in the Asking Price. Please see Shipping and Handling Charges section below for resources to determine shipping rates. Seller also agrees that a 20% commission will be collected out of asking price when their artwork is sold. No other fees will be collected from seller. All Sellers will have an opportunity to see the amount of the commission when listing their artwork for sale. The Seller of artwork will receive 80% of their asking price.

6. Binding Sale.

All sales are binding. The Seller is obligated to ship the order or otherwise complete the transaction with the Buyer in a prompt manner, unless there is an exceptional circumstance. The Buyer is obligated to deliver appropriate payment for items purchased, unless there is an exceptional circumstance.

Receipt of sales proceeds by us on behalf of a Seller will satisfy the obligations owed to the Seller by the Buyer. Our obligation to remit funds collected by us on the Seller's behalf will be limited to funds we

receive and collect. As a security measure we may, but are not required to, impose limits on transactions, or verify Seller and Buyer information.

7. Purchase Conditions.

Subject to all applicable terms and conditions of this Agreement, upon completion of any online purchase, the sale contract between the Buyer and Seller is concluded, and the Buyer must pay the total amount due, including the purchase price of the item plus any applicable service fees and taxes. Legal title to the item passes to the Buyer when physical possession of the item is transferred to the Buyer or to the Buyer's agent or carrier, and no purchase will be fulfilled until payment has been made. In any case, payment will not be deemed made until we receive the total amount due from the Buyer in good cleared funds, including for credit card purchases. All payments must be made to us in U.S. dollars unless we expressly agree otherwise. Buyers may pay by Visa, MasterCard, Discover and PayPal we are not obligated to accept payment by any other means. If any credit card payment is not approved, the artwork will not ship and the transaction will be canceled. The Buyer agrees to notify us directly of any questions or disagreements regarding any payment made to us by credit card or any other payment method.

8. Relationship of Parties.

Sellers hereby appoint us as the payment-processing agent for the limited purpose of receiving sales proceeds on the Sellers' behalf. Sellers, Buyers and GAE are independent of each other, and no partnership; joint venture, agency, franchise, sales representative or employment relationship is intended or created by this Agreement.

9. Fees and Billing.

Listing an item for sale on Global-art-exchange.com is free to all artists, charities or resellers of art. Global Art Exchange does not charge subscription or monthly fees. A 20% commission will be collected only when artwork sold. When the listed item is sold, GAE will collect the sale amount from Buyer and secure them. GAE will then notify Seller to release the artwork. After shipment confirmation is received by GAE, the Asking Price amount minus the commission will be deposited into the Sellers account. The Asking price must include any costs for insurance, packaging, shipping and handling. Our obligation to remit funds collected by us on Sellers behalf will be limited to funds that we have actually received and that are not subject to chargeback or reversal.

Artist Sellers and Resellers.

When you list an item for sale you will have an opportunity to review and accept the Asking Price of your artwork. Asking Price is determined by Seller or Reseller and should include price of artwork, insurance, shipping and handling fees and commission. GAE recommends having a PayPal account number/email address for your transaction deposits. When your artwork is sold and transaction complete, GAE will electronically deposit into your account the amount of the Asking Price minus commission. Fees for shipping, handling, insurance or commission will not be itemized or indicated to the public separately in the listed Purchase Price of the item. *For your protection, GAE requires Sellers to include a Signature Required proof of delivery receipt when artwork with a Final Asking Price of \$100 or more is sold.* This will be proof of Buyers physical possession of art. If the artwork is subject to

returns and Buyer chooses to return the item a 5% chargeback fee may be assessed to Buyers account. Sellers of artwork, such as large sculptures, that need special shipping will have the opportunity to indicate that when listing the art for sale. In these cases extra shipping costs may be added in addition to Asking Price with the consent of the Buyer.

Charity Organizations.

Art For Benefit. Each calendar quarter a charity will be featured on Global-art-exchange.com as the Art for Benefit charity. A piece of artwork will be donated then put up for sale and bids will be taken for a posted period of time. When bidding is closed, the artwork will be packaged and shipped to the winning buyer. The winning buyer will be charged their bid amount along with a 5% buyers premium for administrative processing, which is added to the winning bid amount. 100% of the sale proceeds will be remitted directly to the Hosted Charity once transaction is complete. No other commission will be charged. All purchases for featured Art for Benefit Charities are final sale no returns are accepted. A receipt for the charitable contribution will be sent to Buyer of art for tax purposes.

All Charities listing artwork for sale will have an opportunity to review and accept the final Asking Price of your artwork. There are no fees or monthly subscription costs for listing art for sale, it is free to list your artwork. Your Asking Price should include price of artwork, any insurance, shipping and handling fees. Charity will receive 80% of their asking price, 20% commission is paid to GAE only if your art is sold. When your artwork is sold and transaction complete, GAE will electronically deposit into your bank account the amount of the Asking Price minus the commission. GAE recommends having a PayPal account number/email address for your transaction deposits. Fees for shipping, handling, insurance or commission will not be itemized or indicated to the public separately in the listed Purchase Price of the item. *For your protection, GAE requires Sellers to include a Signature Required proof of delivery receipt when artwork with a Final Asking Price of \$100 or more is sold..* All purchases for Charities are final sale no returns are accepted unless there is reason for misrepresentation.

10. Designer Direct Program.

Interior Designers and Decorators may represent their clients in purchasing new art and assist clients in listing previously owned artwork for resale. The Designer will be required to provide their Vendors License number in their secure account settings. The Designer is eligible for a 5% referral fee when their client either purchases artwork from Global-art-exchange.com or when their clients listed artwork is sold. The Designer must list the client's name along with the title of artwork listed for sale in the Designer's secure account settings.

The legal owner of the artwork must create a separate account and create a listing for each piece of art they wish to sell. They will create an account and list the art as a Reseller (see Terms for Resellers). Once the artwork of your client is sold and funds have been secured, we will transfer 5% of the net sale to the Designers account. If your client chooses to purchase artwork from Global-art-exchange.com GAE will deposit into your account a 5% referral fee out of the net sale.

As a Designer we recommend having a PayPal account/email for your transaction deposits.

11. Tax Matters.

GAE does not give tax advice. GAE collects and remits taxes when legally required to do so. If a taxing authority requires us to pay any tax applicable to a transaction, the responsible Buyer or Seller will promptly reimburse us for the amounts paid. **All sales with a final delivery address in the State of Ohio are subject to Ohio sales tax. In this case GAE will collect sales tax from the Buyer and remit to the State of Ohio.** International shipments are subject to duty and tax as determined by the customs of the importing country.

IRS Reporting Obligations on Third Party Payment Transactions

For U.S. Registered Sellers, Internal Revenue Service (“IRS”) regulations require that U.S. third-party settlement organizations and payment processors, including Global Art Exchange, file Form 1099-K to report unadjusted annual gross sales information for sellers that meet both of the following thresholds in a calendar year (reporting):

1. More than \$20,000 in gross sales, and
2. More than 200 transactions.

As a result of these regulations, Registered Sellers who approach one hundred (100) transactions in a calendar year, regardless of sales volume, will be required to provide taxpayer-identification information and will be so notified via email.

Important Notice: Information in this document does not constitute tax, legal, or other professional advice and must not be used as such. To find out how this new legislation will affect your business, or if you have other questions, please contact your tax, legal, or other professional adviser.

12. Shipping and Handling Charges.

Artist Sellers and Resellers will pre-determine the shipping method and cost for shipment. Sellers may not charge excessive shipping fees or otherwise avoid fees. Preferred shipping methods would be an expedited shipping company that provides a tracking number for packages. All shipments should go Domestic Standard for US shipments. *The cost for International shipping will be in addition to Sellers Asking Price. Any International or special shipping requests will be communicated to the Seller by GAE and approved by Buyer.* For oversized items requiring special shipping, additional charges may be charged with Buyers approval. In these special cases GAE will work with Seller and Buyer directly to complete the shipment.

As a convenience, the Site includes links that enable Buyers and Sellers to access services provided by third party handlers, packers or carriers, and we may sometimes recommend third party service providers to Buyers or Sellers upon request. All Buyers and Sellers acknowledge that any such links, features and recommendations are solely for convenience and do not constitute any endorsement or warranty by us with respect to any third party service provider. We will not be liable or responsible for

the acts or omissions of the Seller or any third party handler, packer or carrier in the handling, packing or shipping of any Work, whether or not recommended by us or accessible through the Site.

The following are a few shipping resources that have shipping calculators:

USPS: <http://postcalc.usps.gov/>

UPS: <https://wwwapps.ups.com/ctc/request>

FedEx: <http://www.fedex.com/us>

UPS: <http://www.ups.com/dropoff>

DHL: <http://www.dhl-usa.com/maps/>

Once the item is sold GAE will notify the Seller. The Seller is then responsible for packing, insuring and shipping the item to the Buyer. Once the item has shipped Seller must send confirmation of the shipment to GAE. *Sellers must include Tracking ID # for all packages and Signature Required proof of delivery receipt for all purchases over \$100.* Once we receive the confirmation we will notify the Buyer the order has shipped.

SELLER MUST SEND CONFIRMATION OF SHIPMENT TO GLOBAL ART EXCHANGE.

Sellers may confirm the shipment by either 1) going to their Account and clicking Confirm Shipment under Sold items or 2) directly reply to confirmation@global-art-exchange.com. **Please provide: Your Name, Title of Artwork, Ship Date, Shipping Carrier and Tracking ID (including Signature Required proof of delivery for purchases over \$100).**

If no confirmation of shipment is sent to GAE within 30 days of purchase date we will cancel the order and will not charge the customer.

13. Risk of Loss.

All items purchased through GAE are made pursuant to a shipment contract. This means that the Seller agrees to send the purchased item to the Buyer via a shipping source that supplies insurance and tracking information. The Seller is responsible for maintaining tracking records for items shipped or any insurance in the case of a lost or damaged item. The Seller will bear full risk of loss for the Work until physical possession of the Work is transferred to the Buyer or to the Buyer's agent or carrier, at which time full risk of loss will shift to the Buyer.

14. Returns and Misrepresentation.

Many items sold on Global-art-exchange.com may be returned, depending on the Seller's return policy or reason for return. It is up to the Seller to decide if they accept returns or not. The Seller will state their return policy along with their artwork listing. If the Seller accepts returns, GAE will contact them directly

and give them your return request. After the Seller reviews the request they will provide instructions on how to return the item(s). If the Seller accepts returns, they must be completed within 30 days of original shipping date of the artwork. After 30 days, the sale contract between the Buyer and Seller is concluded unless seller specifies otherwise. If an item is returned to the Seller GAE may charge the buyer a 5% return fee. All purchases for Charities are final sale no returns are accepted unless there is reason for misrepresentation.

Artwork for sale may have certain documents associated with that specific artwork (including appraisals, invoices from purchase, receipts, original certificates of authenticity, etc.). It is up to the Seller to list and represent artwork accurately and it is up to the Buyer to perform due diligence prior to purchase. If no documents exist, it is up to the Buyer to accept the transaction as such.

If the Seller misrepresents the artwork in anyway, it is up to the Buyer to take photos of the discrepancies in the artwork as soon as they receive it and contact GAE immediately. If the Seller misrepresents the artwork or condition of the artwork, the Seller will pay shipping and packaging both to and from the Buyer and may be charged a 5% return fee. Any misrepresentation claims must be requested from Buyer within 48 hours of receipt of artwork.

Frames are often included as a courtesy, and are not grounds upon which a buyer may reject a transaction. In the case of shipping damage, all packing materials must be saved, artwork photographed at the time of signature and reported to Global Art Exchange immediately. We will assist with the claim for both the Seller and Buyer.

For returns email your request to: returns@global-art-exchange.com.

15. No Warranty.

GAE, WE AND OUR OFFICERS, OWNERS, DIRECTORS, CONSULTANTS, AGENTS AND EMPLOYEES MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY WORK AND WILL HAVE NO LIABILITY TO ANY BUYER FOR A SELLER'S BREACH OF ITS LIMITED WARRANTIES OF TITLE OR AUTHORSHIP.

ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM GAE SHALL CREATE ANY WARRANTY. GAE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT YOUR USE OF GAE SERVICES IS AT YOUR SOLE RISK.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

16. Content.

You grant GAE a royalty-free, non-exclusive, perpetual, worldwide, irrevocable, license solely to enable GAE to use any information or content that you supply, so that we will not violate any rights you may have in that content. We will not alter any of your trademarks from the original form provided by you except to resize to the extent necessary for presentation. GAE will only use personal information in accordance to our Privacy Policy.

17. Availability.

While we make efforts to keep listings on the Site accurate as to the sale status of each Work, we cannot guarantee that Works listed for sale on the Site will always be available for purchase, and we cannot confirm the availability of any Work until you submit your purchase order. If we become aware, through notification by the Seller or otherwise, that a Work is no longer available, we will cancel your order and notify you accordingly. You will not be charged for any purchase cancelled in this manner. You agree that we will have no liability for any such cancellations or inaccuracies on the Site. You agree that all purchases on the Site are binding subject to availability.

18. Limitation of Liability.

GAE AND ITS OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER DIRECT OR INDIRECT ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANY OTHER PERSON IN CONNECTION WITH GAE'S SERVICES OR THIS AGREEMENT. INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS, BODILY INJURY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHER OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL COMMISSION AMOUNTS PAID BY YOU TO GAE DURING THE PRIOR SIX-MONTH PERIOD.

19. Indemnity.

YOU AGREE TO INDEMNIFY, AND HOLD HARMLESS GAE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY CLAIM, LOSS, COST, EXPENSE INCLUDING ATTORNEYS FEES, DUE TO OR ARISING OUT OF YOUR ACTUAL OR ALLEGED BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY, LAW OR YOUR LIABILITY TO A THIRD PARTY.

20. Force Majeure.

We will not be held responsible for interrupted access to the site, operational failure to perform any of our obligations under this Agreement by events or other factors beyond our reasonable control.

21. Legal Jurisdiction.

This Agreement and the rights and obligations of the parties under this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Ohio, U.S.A., excluding any

conflicts of laws principles. All buyers and sellers agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Lucas County, Ohio, U.S.A. to resolve any claim or dispute arising out of or related to this Agreement or any sales or activities on the Site.

22. Intellectual Property.

Global Art Exchange, and all of its, graphics, logos, website, service marks are copyrights of Global Art Exchange, LLC. To prevent confusion, any trademarks or trade dress may not be used, including reproduction, distribution, and display of the content of this site without the written permission obtained directly from Global Art Exchange, LLC.

23. Privacy.

Global Art Exchange will not sell or disclose your personal information to third parties without your explicit consent. Your security is important to us, we use secure technologies to follow best practices to help put your mind at ease when using our site. We appreciate your trust, click here for our complete [Privacy Policy](#). By visiting Global-art-exchange.com you are accepting the policy that is described in this Privacy Policy.

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