

GENERAL TERMS AND CONDITIONS ARTBOX.SCREEN

1. What is ARTBOX.SCREEN

1.1

The ARTBOX.GALLERY Zurich enables artists to show their art on a screen in the gallery in Zurich. As an artist you have the possibility to show your artwork digitally in the gallery. Two 55" QLED 4K screens are available, one screen in portrait format and one screen in landscape format.

1.2 What exactly is shown on the screen?

On the screen your artwork will be shown with your name and the artwork name plus a QR code. Using the QR code, visitors to the gallery can directly access your website. On the screens "Portrait" and "Landscape" your artwork will be shown alternating with other artists.

1.3 ARTSY

Additionally we will offer your artwork during the booked time on the world's second largest art platform ARTSY via the ARTBOX.GALLERY profile.

2. How is a sale of a work of art handled from the screen and via ARTSY?

2.1 The sale of a work of art

When selling a work of art from the screen or via ARTSY, 100% of the selling price goes to the artist. The ARTBOX.gALLERY does not charge any commission. With the payment of the fee for the screen all costs of the gallery are settled.

2.2 Who organizes the transport of the work of art?

If the work of art is sold, the artist must organise the transport to the buyer himself. The amount of the sale is transferred to the artist on the day the artwork arrives safely at the buyer. The ARTBOX.GALLERY Zurich will be happy to help you organize the transport.

2.3 Who will bear the costs of the transport?

In the case of a sale, the transport costs are determined in advance before the sale, the artist decides what proportion of these costs the buyer must bear.

3. What data must be made available

3.1

We need at least a very good photograph of your artwork, your artist name, the name of the artwork, the size of the artwork and the selling price of the artwork. If you enter your website in the booking form, it will also be shown on the screen as a QR code and visitors can access your website directly via this QR code. Without this information we cannot accept your artwork for the ARTBOX.SCREEN. Any other information you provide will be used to inform potential buyers about the artwork.

4 What happens to the information you provide?

4.1

The data made available to us will be used exclusively by ARTBOX.GROUPS GmbH and will not be passed on to third parties under any circumstances. If you have any further questions, the data will be saved in your profile. You can request us to delete your data at any time.

5. Terms of payment

5.1

An ordered ARTBOX.SCREEN package must be paid immediately. Your artwork will only be shown on the ARTBOX.SCREEN after receipt of payment. If your payment is not received by the 1st day of the booked month, we will postpone your order by one month.

6. Do I receive documents about my picture on the ARTBOX.SCREEN?

6.1

We will send you a photo of your artwork on the ARTBOX.SCREEN in the ARTBOX.GALLERY Zurich by e-mail. You can publish this picture and also use it for the social media channels.

7. Warranty/guarantee

7.1

We guarantee the display of your artwork on the ARTBOX.SCREEN during the opening hours of the ARTBOX.GALLERY Zurich. If your picture cannot be shown for technical reasons (power failure, defective screen), the downtime in the following month will be compensated with additional ads.

8. Data protection

8.1 General information

The operators of these pages take the protection of your personal data very seriously. We treat your personal data confidentially and according to the legal data protection regulations as well as this data protection explanation.

The use of our website is generally possible without providing personal data. Insofar as personal data (e.g. name, address or e-mail addresses) is collected on our pages, this is always done on a voluntary basis as far as possible. This data will not be passed on to third parties without your express consent. We would like to point out that data transmission on the Internet (e.g. communication by e-mail) can be subject to security gaps. A complete protection of the data against access by third parties is not possible.

8.2 Cookies

Some of the Internet pages use so-called cookies. Cookies do not damage your computer and do not contain viruses. Cookies are used to make our website more user-friendly, effective and secure. Cookies are small text files that are stored on your computer by your browser.

Most of the cookies we use are so-called "session cookies". They are automatically deleted at the end of your visit. Other cookies remain stored on your end device until you delete them. These cookies enable us to recognize your browser during your next visit. You can set your browser so that you are informed when cookies are set and allow cookies only in individual cases, exclude the acceptance of cookies for certain cases or

generally, as well as activate the automatic deletion of cookies when closing the browser. If cookies are deactivated, the functionality of this website may be restricted.

8.3 Contact form/ Registration form

If you send us enquiries via the contact form, your details from the enquiry form including the contact details you provided will be stored by us for the purpose of processing the enquiry and in the event of follow-up questions. These data will not be passed on without your consent.

9. Right of withdrawal

9.1

In Switzerland, the right of withdrawal exists only if the seller grants it on his own initiative. ARTBOX.GROUPS GmbH is very accommodating in this respect, if you would like to cancel your order, please contact us via e-mail at office@artboxscreen.com

10. Intellectual property

The website ARTBOX.SCREEN and all contents of ARTBOX.SCREEN accessible via the website are protected by copyright and, unless otherwise specified, belong exclusively and comprehensively to ARTBOX.GROUP GmbH. The (complete or partial) reproduction, distribution, transmission (electronically or by other means), modification, linking or use of the contents for public or commercial purposes is prohibited without the prior written consent of ARTBOX.GROUP GmbH.

11. Our contact data

Company name: ARTBOX.GROUPS GmbH

E-mail address: office@artboxgroups.com

phone: +41797880202

Street and house number: General Guisan Street 6 P.O. Box 3533

Place: Zug

Postcode: 6303

Country: Switzerland

12. Severability clause

12.1

Should individual provisions of this contract prove to be invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and enforceability of the remaining parts of the contract.

12.2

In this case, the parties undertake to replace the invalid, ineffective or unenforceable part of the contract with a valid, effective and enforceable provision that comes as close as possible to the original intention of the parties.

13. Final provisions

13.1

Place of performance for the services of ARTBOX.SCREEN including the delivery of the feedback is the registered office of ARTBOX.GROUPS GmbH.

13.2

The ARTBOX.SCREEN Customer waives the right to set off claims against ARTBOX.GROUP.

13.3

ARTBOX.SCREEN/ ARTBOX.GROUPS GmbH reserves the right to change these GTC at any time. Changes will be made available on the ARTBOX.SCREEN website and will take effect when they are posted.

13.4

These GTC and any disputes arising out of or in connection with the relationship between ARTBOX.SCREEN and ARTBOX.GROUPS shall be governed exclusively by Swiss law, to the exclusion of the conflict of law provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.5

The exclusive place of jurisdiction for all disputes between ARTBOX.SCREEN/ ARTBOX.GROUP GmbH is the registered office of ARTBOX.GROUPS GmbH in Zug. However, ARTBOX.SCREEN/ ARTBOX.GROUPS is entitled to sue the customer/buyer at his domicile.

Zug, Switzerland, 10 December 2019