

Terms and conditions

This website is owned and managed by Arsoluta s.r.l., VAT number 03907521201 with registered office in via delle Rose 40, 40136, Bologna, Italy.

This document establishes the terms and conditions under which you can use this website, accessible via the URL www.arsoluta.com and related services, and is available in the following languages: Italian and English.

By accessing or using the website for the services described below, the User declares to have read, understood and accepted to be bound by these Terms and Conditions.

Definitions

For the purposes of the interpretation and execution of the Terms and Conditions, the following definitions apply, in addition to those possibly provided for by law:

Portal

Set of web pages accessible at the URL: <http://www.arsoluta.com>, through which Arsoluta s.r.l. offers its services.

Navigator

Subject who accesses the Portal, visits the pages that compose it and uses the related services without registering.

User

Navigator who has successfully completed the registration procedure and can take advantage of the advanced features and services of Arsoluta s.r.l.

User - Artist

User who uploads works of art created by himself on the Portal.

User - Gallerist

User who uploads to the Portal works of art created by others of which he is the owner and which he manages as a gallery owner.

User - Institute or User - Collector

User who uploads to the Portal works of art created by others of which he is the owner. In addition to private collectors, this category includes Institutes, Museums and Academies.

User - Public

User who does not upload any work of art on the Portal.

Authentication credentials

Set of information, consisting in a User ID and a Password, personal and confidential, which are attributed to the User who successfully completes the Registration procedure, and which must be used by him in order to take advantage of some services offered by the Portal, or to access restricted areas.

Registration procedure

Set of activities that consist in filling in a form, in reading the privacy policy and in expressing the relative consent where necessary, in reading and accepting the Terms and Conditions of Use and in

sending such information which constitute the "Registration request". This "registration request" is to be considered as a contractual proposal. Regarding Arsoluta s.r.l., the procedure involves the receipt of the registration request, the communication of the receipt, the possible acceptance - following an unquestionable evaluation - of the registration request and the activation of the User Authentication Credentials.

Services

The services provided on the Portal by Arsoluta s.r.l., within the limits and according to the procedures set out in this document, as well as within the limits and according to the applicable laws.

Manager

The manager of the Portal is Arsoluta s.r.l.

Premise

If one or more clauses of this Agreement prove to be null or ineffective, any nullity or ineffectiveness will not extend to the remaining contractual clauses.

The titles of the articles of the Agreement are for indicative purposes only and in no way limit or describe the meaning and content of the relevant article.

Failure to exercise its right by Arsoluta s.r.l. it does not represent a renunciation of action.

1. Object of the Portal and services offered

The Portal is a virtual platform where artists can meet collectors, institutions and the public.

With this in mind, the User-Artist uses the service offered by Arsoluta s.r.l. by uploading the artworks created by himself to exhibit and / or sell them on the platform, by managing an international network and interacting directly with his audience, while also being able to buy others artwork.

The User-Collector / User-Institute uses the service offered by Arsoluta s.r.l. by uploading the photos of the artworks of others owned by him to exhibit and / or sell them on the platform, by managing an international network and interacting directly with his audience, while also being able to buy others artwork.

The Public-User uses the service offered by Arsoluta s.r.l. exploring the world of contemporary art, meeting new artists and following those already known, while being able to buy any artwork.

The User-Gallerist uses the service offered by Arsoluta s.r.l. uploading photos of artworks created by their artists, to manage, exhibit and / or sell them. At the same time, he will be able to meet new emerging artists and buy their works.

Arsoluta is a virtual space where the different Users have the opportunity and the tools to exhibit and learn about new artists and their artworks, network, negotiate and conclude transactions of works directly from the artists. Therefore, the purpose of the Portal is to mediate between supply and demand, operating solely as an "intermediary" with respect to the commercial transactions that are concluded there.

Consequently, the contracts concluded on the Portal are valid and effective only between the Users, and Arsoluta s.r.l. assumes no responsibility, for any reason, deriving from the commercial relationships established as a result of the Service offered by the Portal or in any way connected to the contracts concluded between the Users.

Arsoluta s.r.l. does not review the advertisements and offers of Users and has no control, does not guarantee, and has no responsibility for the existence, quality, safety and lawfulness of the advertised items; the truthfulness or accuracy of Users' content, advertisements and feedback; the ability of buyers to pay the price of objects; the ability of Users to sell, buy and bid. Arsoluta s.r.l. cannot guarantee that a User is actually able to complete the transaction.

The seller undertakes to deliver or send, with the artwork, the relevant authenticity document as well.

At the time of purchase of a work, the relative price paid by the buyer will be temporarily withheld by Arsoluta s.r.l. until the time of confirmation of the withdrawal or shipment of the goods sold.

Once the actual collection or shipment of the goods has been verified, the money will immediately be transferred into the account provided by the seller.

By accessing or using the Portal, and consequently accepting these Terms of Use, the User also accepts:

- its responsibility for the accuracy, content and lawfulness of the items offered for sale;
- its responsibility for reading and understanding the description of the product or service;
- the fact that by concluding a contract with any User on the Portal, he become part of a legally binding contract;
- that the uploaded artworks can be searchable after a short period of time (up to a maximum of 12 hours) starting from being uploaded to the platform;
- that the Portal allows Users to navigate between the various advertisements, sorting them in the search results based on various objective factors, such as, for example:
 - date of upload;
 - materials;
 - price;
 - geographical position;
 - the fact that the object is already sold, for sale or not for sale.

Users whose accounts are of companies or other corporate entities guarantee at the time of registration that they have the authority to legally bind said company or corporate entity.

Arsoluta s.r.l. and its Users act in full autonomy and independence. This document does not give rise to any relationship of collaboration, agency, association, intermediation or subordinate work between them.

2. User Registration and Account

In order to use the Portal and its services, the User must be at least 18 years old, as indicated in the messages shown when accessing and registering on the Portal.

By accessing or using the Portal for the aforementioned services, the User declares that he is 18 years old.

To have access to the advanced features of the Portal, such as the ability to purchase, contact other Users, or access the premium version, you need to register.

To proceed with the registration operations, the User must fill in the relevant form providing their name, surname and email address. If the User wish to proceed with the purchase or sale of the works on the Portal, he must also provide information relating to the payment and / or sale method, in addition to the physical address for the collection and / or delivery of the purchased goods.

At the time of registration, the User-Artist has the right to enter a series of additional information (always modifiable), such as information on their education, on their Curriculum Vitae, their artistic genre, style, geographical position and so on. This information will allow the correct insertion of the artist within the Portal structure, allowing an effective search and identification through the use of keywords.

The User-Artist is free to choose which information to provide, and he will be searchable and identifiable on the Portal through them as well as through his name and surname.

During the registration procedure, the User must also provide a password, which he shall keep confidential, for whose improper use exempt Arsoluta s.r.l. from any responsibility. In this regard, it is specified that the User will be held liable towards the manager and any third party for any and all actions, transactions and / or events that have occurred and / or carried out using the entered ID and / or password.

Arsoluta s.r.l. reserves the right to reject a new registration or cancel an account at any time.

Arsoluta s.r.l. cannot, in any way, be held responsible, directly or indirectly, in any form or on the basis of any liability regime, for injuries or damages of any kind resulting from the User's failure to comply with the provisions of this document. The User is solely responsible for all activities performed through his account and is liable for any consequential damage.

Following the registration, Arsoluta s.r.l. is entitled to send the User an e-mail with administrative and promotional content, with information relating to account activities and purchases, updates about Arsoluta s.r.l. and related services and other promotional offers. The User, therefore, when registering on the Portal expressly authorizes the latter to send the aforementioned e-mails and to process the data necessary for this service. The User may at any time decide not to receive promotional e-mails by clicking on the "unsubscribe" link at the bottom of them.

All accounts must be registered with a valid e-mail address referable to the User who uses it. The User guarantees that all data and information provided at the time of registration and contained in the personal account are true and complete. The User shall promptly communicate any changes to the aforementioned data and information, by entering them into their account.

The User shall not to provide false or misleading data, including names, addresses and false contacts, aware that anyone who makes false and special declarations on the subject is punished under the criminal code and the laws pursuant to and for the purposes of Article 46 of Presidential Decree 445/2000. The User shall not use fraudulently credit or debit card numbers, nor attempt to circumvent the security measures of the Portal, violate the network, use the services of the Portal for purposes unrelated to commercial transactions, nor undertake any illegal activity in connection with the use of the Portal or the services offered therein.

3. Acceptable Use of the Portal

Users accept to follow the Terms and conditions of use contained in this document, as well as accept to refrain from adopting any behaviour that could cause damage to other Users or to the Portal itself, from promoting content that violates the policies of Arsoluta srl to transmitting illegal material through the Portal or its servers. In particular, when using the Portal, the User is expressly prohibited from:

- violate the law, the rights of others and / or these rules;
- publish works with incorrect data, including title and author.
- publish works that are in violation of copyrights or any other third party rights;
- use the Portal and the related Services in the absence of the ability to act and enter into legally binding contracts or in the event of temporary or definitive suspension from the Arsoluta s.r.l Services;
- manipulate the price of objects or interfere with the advertisements of other Users;
- publish false, inaccurate, misleading, defamatory or offensive data;
- take actions aimed at confusing the Feedback system;
- transfer the personal account (including Feedback) and the User ID to other subjects without the prior consent of Arsoluta s.r.l .;
- use or post spamming, chain messages or pyramid sales schemes;
- spread viruses or any other technology aimed at damaging the Portal or the Users;
- use software or other automated tools to access the Services for any reason;
- collect information about Users in any way, including e-mail addresses, without their prior consent.

In case of violation of the prohibitions set out above and, more generally, of the provisions of this document, Arsoluta s.r.l. may proceed with the suspension or cancellation of the user's account, in the manner described in the following article.

4. Suspension of service, termination, and cancellation policy

Access to the services on the Portal or its subdomains can be suspended, limited, or interrupted at any time.

Arsoluta s.r.l. reserves the right to block access to any material and / or to remove any material that, in the reasonable and unquestionable judgment of Arsoluta s.r.l., may give rise to violations of the purposes and conditions relating to the services offered.

Arsoluta s.r.l. reserves the right to cancel the account of any User who violates the conditions of use expressed in this document or any applicable law, or accounts that have not been confirmed or have been inactive for a long time. In the latter case, Arsoluta s.r.l. will send a communication with a notice of 60 (sixty) days.

The User has the right to decide the cancellation of his account from the Portal at any time, without prejudice to the transactions already started, which will remain valid and will be concluded as agreed between the Users, as well as without prejudice to the rights already assigned to Arsoluta s.r.l.

5. Commitment to collaborate with the Authority

Arsoluta s.r.l. accepts to cooperate and collaborate in any way with all the competent authorities, including the judicial authority, where they order or request Arsoluta s.r.l. to communicate the identity or location, as well as further data, of anyone who commits infringements or crimes.

6. Personal data

Arsoluta s.r.l. invites the User to consult the Privacy Policy relating to the processing of personal data, which form an integral part of these "Terms and conditions of use".

7. Intellectual property rights and content of the Portal

All rights reserved.

The Portal, the application, the related codes, trademarks, logos, databases, graphics, videos, texts and any other content of the Services are the intellectual property of Arsoluta srl, and cannot be reproduced, used, represented, or otherwise exploited without the express authorization, in writing, of the entitled person.

It is in no way permitted to use said trademarks and any other distinctive sign present on the Portal to unduly, even indirectly, take advantage of the distinctive character or reputation of the owner's trademarks or in such a way as to harm them and / or their owners.

The arsoluta.com domain as well as the various declinations and subdomains are owned by Arsoluta s.r.l. No use, not even indirect, is permitted, unless specifically authorized in writing by the owner or owners.

Users will retain ownership of all intellectual property rights on the works uploaded on the Portal, but at the same time they will grant Arsoluta s.r.l. a non-exclusive, free, perpetual, irrevocable, transferable and unlimited license for the use of the images and descriptions of the works themselves (including, by way of example, the use of the images of the works in the advertising banners of the Portal). The User grants Arsoluta s.r.l. also the right to modify, reproduce, even in low quality, the images of one's works for advertising purposes, through its social channels (Instagram, Facebook, LinkedIn and Youtube) or on catalogs, flyers, and brochures. The User grants Arsoluta s.r.l. the right to use their name or stage name for commercial and advertising purposes.

The User is only authorized to view the Portal and its contents, using the services available there. It is permitted to find and view the content of the Portal on the screen of a computer, tablet or smartphone, to store the content in electronic form on a physical disk (however not on a server or on a storage device connected to a network) or to print a copy, of such content exclusively for personal and non-commercial use, provided that it keeps intact all notes relating to all property rights.

Any unauthorized use and / or use non-compliant with laws is strictly prohibited and those responsible will be prosecuted according to the law.

8. Links to other websites

The Portal may contain hyperlinks to other websites that have no connection with it. Arsoluta s.r.l. does not control or monitor and does not guarantee the contents of such websites or their data management. The User and the Navigator must therefore carefully read the conditions of use of the third party sites visited and the related privacy policies, as these conditions of use and privacy policy refer only to this Portal.

9. Limitation of Liability

Arsoluta s.r.l. carries out the maintenance and management of the Portal and its contents with the utmost care and diligence.

Arsoluta s.r.l. assumes no responsibility for the correctness, completeness and timeliness of the data and information provided on the Portal by Users.

Any liability for errors or omissions resulting from the use of data and information on the Portal must be excluded.

Within the limits set by the Consumer Code and other laws in force, Arsoluta s.r.l. cannot be considered liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or related to the use or inability to use the service.

Arsoluta s.r.l. declines any responsibility related to its violation of the obligations contained in the present document for cases of force majeure and for reasons not attributable to Arsoluta s.r.l.

The User agrees to indemnify and hold harmless Arsoluta srl, as well as the employees, managers, agents, any company of the group and their employees, from any claim or request, including legal fees, made by third parties and caused or deriving from the violation of these Terms and Conditions and any other rule of the Portal, from improper use of the Services or from the violation of any law or third party right.

Arsoluta s.r.l. cannot be held responsible for any damage resulting from the failure to provide the service due to the incorrect or non-functioning of electronic means of communication for reasons beyond the sphere of its foreseeable control.

By way of example, but not limited to, the malfunctioning of servers and other electronic devices even if they are not an integral part of the Internet, malfunctioning of the installed software, viruses or other harmful and harmful IT components, as well as from the actions of hackers or other users having access to the net.

The User therefore undertakes to indemnify and hold harmless the owner of the site from any liability and / or request in this regard.

10. The tariffs for the services

The use of the platform is free, but there are four services that require a fee:

Buying and selling of works:

In the purchase and sale on the platform, the commission withheld by Arsoluta s.r.l. is equal to 15% of the total transaction value, split halfway between the buyer (7.5%) and the seller (7.5%).

Premium account:

The premium account costs 15 euros per month, with the possibility of subscribing for longer periods, increasingly cheaper:

- 3-month subscription for 40 €
- 6-month subscription for 75 €
- 1 year subscription for 145 €

The user can choose whether to allow the premium account to update automatically.

Sponsorship of the works:

The possibility of increasing the visibility of one's works is offered for a period of one week at 10 euros, without prejudice to the possibility of subscribing for longer periods, increasingly cheaper:

- 2-week subscription for 18 €
- 3-week subscription for 24 €
- 1 month subscription for 32 €

Monthly packages for Users-Gallerists:

User-Gallery owners will be able to use the e-commerce platform of Arsoluta without commissions on transactions, against the payment of a monthly subscription of 25 euros, with the possibility of subscribing for longer periods, increasingly cheaper:

- 3-month subscription for 60 €
- 6-month subscription for 120 €
- 1 year subscription for 240 €

11. Methods of payment and delivery

On the Portal, payment for transactions between Users can be made exclusively via PayPal or credit card.

The methods of delivery of the purchased works will be agreed in advance between the users.

12. Invoicing

When the User purchases a work of art on the Portal, he is buying from a third party and not directly from Arsoluta s.r.l.

In the event that the Purchasing User requires an invoice for a purchase or to obtain information on it, he will be required to contact the Seller directly at the time of the order.

13. General clauses

This document "Terms and Conditions of Use" contains all the terms agreed between the parties relating to the object of the services offered by Arsoluta srl, and excludes and prevails over any previous understanding or agreement between the parties, both orally and in writing.

14. Communications

Except as otherwise established in this document, communications between the parties must be made in writing by registered letter with return receipt to the address Via delle Rose 40, 40136, Bologna, Italy or by e-mail to the address: arsoluta.official@gmail.com

15. Applicable law

The law applicable to all legal relationships relating to Arsoluta s.r.l. and to its services is the Italian one.

For the legal relationships between Users, reference is made in particular to the legislative decree n. 206, 6 September 2005, containing the "Consumer Code" and subsequent additions and amendments, including Legislative Decree n. 21, 21 February 2014, "Implementation of directive 2011/83/EU on consumer rights, amending directives 93/13/EEC and 1999/44/EC and repealing directives 85/577/EEC and 97/7/EC".

In the event of complaints and other questions, the Customer Service is available free of charge, which acts as our internal system for handling complaints.

Any dispute relating to the application or interpretation of this Agreement is the exclusive competence of the Court of Bologna.

16. Mandatory general information pursuant to Legislative Decree no. 70/2003

Pursuant to art. 7 of the Legislative Decree 9 April 2003 n. 70, the following general information is provided:

- The Portal is a service provided by Arsoluta s.r.l.
- Registered office and operational headquarters: Via delle Rose n. 40, 40136, Bologna, Italy
- E-mail address: arsoluta.official@gmail.com
- VAT number: 03907521201

17. Changes to this document

Arsoluta s.r.l. reserves the right to be able to modify or update, in whole or in part, these conditions at any time and without prior notice.

Any modification will be binding and effective immediately upon the publication of the modified Agreement on the Portal.

If a substantial change is introduced to this document, the User will be notified simultaneously with the publication.

The continuation of the use of the Portal and its services by the User following the modification implies the acceptance of any revision of the Terms and Conditions.

18. Customer service and contact information

If necessary, you can contact customer support at the e-mail address: arsoluta.official@gmail.com.