

Kunstsamlingens General Terms and Conditions

Kunstsamlingen ApS - Danish company-id CVR 38 25 99 46

Kunstsamlingen ApS is an online marketing agency for selling and promoting original and digital works of art. Kunstsamlingen facilitate the contact between artist and buyer and is therefore not a part of the buying and selling agreement.

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- *Terms and Conditions henceforth referred to as "Terms".*
 - *Kunstsamlingen.dk and Kunstsamlingen.com henceforth referred to as "Sites".*
 - *Original Works of Art, Digital Works and Printed Works henceforth referred to as "Works".*
 - *The service for selling and promoting Works through our sites and social media channels henceforth referred to as "Services".*
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1. Acceptance of term and conditions

When you use Kunstsamlingen, you accept the following terms and conditions.

2. Account Registration

Kunstsamlingen reserves the right to suspend or terminate your Account, if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password.

3. Seller Terms and Conditions

As a Member, you may upload original Works that you have created and that you desire to sell through the Sites and Services. You may not upload Works that were created by another artist.

You acknowledge that Kunstsamlingen reserves the right to promote and market your Works.

When you, as an artist, exhibit and sell your works of art on the Sites, you follow Kunstsamlingen informed and given trading conditions.

4. Member Content

In addition to uploading Works, Kunstsamlingen is in control of the areas of the Sites in which Members can post, upload, publish or submit text, graphics, audio, video, images of works of art or other content on or to the Sites (individually or collectively, "Member Content").

Kunstsamlingen does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that a Member may have to use and exploit any such Member Content. By making available any Member Content on or through the Sites and Services;

- You grant Kunstsamlingen a worldwide, non-exclusive, transferable, royalty-free, commission-free license to crop, resize, publicly display, publicly perform, distribute, broadcast and transmit Member Content on or through the Sites and Services in any form, medium or technology now known or later developed, for the purpose of promoting Kunstsamlingen, the Sites and Services.

You agree that you are solely responsible for any Member Content that you make available on or through the Sites. You confirm that;

- you are the sole and exclusive owner of all Member Content that you make available on the Sites or that you have all rights, licenses, consents and releases that are necessary to make available such Member Content and to grant all rights and licenses in such Member Content as granted under these Terms.
- neither the Member Content nor your making available any Member Content on the Sites, nor any use of any Member Content as permitted under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Kunstsamlingen will not be held financially responsible or liable in any way for what you have make available through the Sites and Services.

5. General Prohibitions

You agree not to post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that can harm other users, members or third parts.

Kunstsamlingen reserves the right, at any time and without prior notice, to remove or disable access to any Member Content, Works, Kunstsamlingen Content or any other text, graphics, images, software, music, audio, video, information or other content or material that Kunstsamlingen, at its sole discretion, considers to be objectionable, in violation of these Terms or otherwise harmful to the Sites or Services.

6. Ownership

The Sites, Services and Kunstsamlingen Content are protected by copyright, trademark. Except as expressly provided in the Terms, Kunstsamlingen and its licensors exclusively own all right, title and interest in and to the Sites, Services and Kunstsamlingen Content and Printed Works, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Sites, Services or Kunstsamlingen Content.

7. Copyright Policy

Kunstsamlingen respects copyright law and expects its users to do the same.

8. Links

The Sites may contain links to third-party websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

9. Termination and Account Cancellation

If you breach any of the Terms, Kunstsamlingen will have the right to suspend or disable or revoke your Account, at its sole discretion and without prior notice to you. You may cancel your Account at any time by login at your account and follow the menu "cancel membership".

10. Disclaimers

The site, services, Kunstsamlingen Content and Member Content are provided "as is", without warranty of any kind, either expressed or implied. Kunstsamlingen disclaims any warranties of merchantability, fitness for a particular purpose or non-infringement, and any warranties arising out of dealing or usage of trade.

Kunstsamlingen makes no warranty that the site, services, Kunstsamlingen Content or Member Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Kunstsamlingen makes no warranty regarding the quality of any works, services, content or products purchased or obtained through the Sites or Services, or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the sites or services.

No advice or information, whether oral or written, obtained from Kunstsamlingen or through the Sites or Services, will create any warranty not expressly made herein.

Kunstsamlingen is not responsible for the color accuracy of any Works on the Sites and Services.

11. Indemnity

You are agreeing to defend, indemnify, and hold Kunstsamlingen, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Sites, Services, Kunstsamlingen Content or Member Content, or your violation of the Terms.

12. Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Kunstsamlingen used in the Terms are trademarks or registered trademarks of Kunstsamlingen. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

13. Modification

Kunstsamlingen reserves the right, at its sole discretion, to modify, discontinue or terminate the Sites or Services or to modify the Terms, at any time and without prior notice.

ØIstykke - 25. Juli 2022