



## ART GLOBAL GALLERY

### General Conditions of Use

We thank you for trusting ART GLOBAL GALLERY and welcome you to an exciting a new way of building or engrossing your art collection. To allow you to best use our services, please take the time to read these general conditions of use General Conditions of Use (hereinafter "GCU").

In accordance with the provisions of the Confidence in the Digital Economy Act No.2004-575 of 21 June 2004, we inform you that the Site is the property of the company GRAPHIC DESIGN (hereinafter "ART GLOBAL GALLERY"), head quartered at Muehlefeldstrasse 338 in 7418 Holderbank SO, Switzerland, registered with the Bundesamt für Statistik BFS under number CHE-138.031.133 and whose Publication Director is the President of the company, Mrs Anita von Gunten.

For any information relating to the Site and its operation, you can send your request to the following address: [contact@artglobalgallery.com](mailto:contact@artglobalgallery.com)

#### PURPOSE AND EFFECT

These Terms & Conditions set out all the terms of agreement other than price between YOU as buyer and WE as seller, in relation to the sale and purchase of the item or items identified in the invoice, which we refer to below as "the Work". We confirm that we either own the Work or are authorized to sell it on behalf of the artist or owner.

If you wish to rely on any variation of, or addition to these GCUs, you must ensure that the variation or addition has been agreed by us in writing before making any transaction.

## OPPOSABILITY OF THE GCU

ART GLOBAL GALLERY reserves the right to modify, at any time, the GCU in order to factor in any legal, jurisprudential, editorial, functional and/or technical evolution required. The version of the GCU that shall prevail is the one that is accessible and downloadable online via the Site on the day the Site is being used by the User and available at the address: [www.artglobalgallery.com/](http://www.artglobalgallery.com/).

Any use of the Site by the User after posting the modified GCU constitutes acceptance of the said GCU by the later.

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## DESCRIPTION OF SERVICES

The Site offers Users a service allowing them to consult the catalogue of the various artists and artworks offered for sale by the artists registered through the Site, as well as making offers to purchase artworks that are for sale. The sales are made in application of the General Conditions of Sale available at the following address: [www.artglobalgallery.com/](http://www.artglobalgallery.com/). It is the Users responsibility to read and understand this conditions before making any purchase. Processing a purchase constitutes the full acceptance of this conditions.

## ACCESS TO SERVICES

The use of the Site and its services implies acceptance of these GCU, even without having to create a User account.

The Site allows the User free access to the services.

The Site is accessible free of charge by any User with an Internet connection.

Expenses (Internet, hardware ...) incurred by the User to access the Site remain his/her responsibility.

## INTELLECTUAL PROPERTY

ART GLOBAL GALLERY is the exclusive owner of all intellectual property rights on both the development of the Site and its content, unless expressly mentioned otherwise. The rights of the images and their reproduction belongs now and in future to each artist/heirs.

Any intentions of reproduction must be managed through ART GLOBAL GALLERY and must be confirmed in written form by us.

The Site, brands, drawings and models, images, texts, photos, logos, graphic charters, software and programs, search engines, data bases, sounds, videos, domain names, design and any other content available on the Site, although this lists not exhaustive, are the exclusive property of ART GLOBAL GALLERY and are protected by the provisions of the copyright law, trademark laws, patent law and any other right of intellectual or industrial property in force in Switzerland or Worldwide.

The User must seek the prior approval of ART GLOBAL GALLERY for any reproduction, publication, copy of the various contents from the Site and any of its social media channels, pages and networks.

Any full or partial reproduction by any process whatsoever, of the content of the Site without the prior authorization from ART GLOBAL GALLERY, would constitute an infringement of Intellectual Property.

## PERSONAL DATA

The personal data of the User are collected and kept by ART GLOBAL GALLERY to allow the implementation of these provisions.

The User has a right of access, modification, correction and deletion of his personal data processed via the Site, and the right to object to the communication of such data to third parties on justified grounds, by sending a quest to the following address: [contact@artglobalgallery.com](mailto:contact@artglobalgallery.com).

ART GLOBAL GALLERY reserves the right to retain certain data in order to justify, when necessary, the perfect execution of their contractual or legal obligations. The stored data will be limited to what is strictly necessary for the operation of the service.

ART GLOBAL GALLERY is committed to take all necessary measures to best protect the confidentiality of the information provided by the User.

## COOKIES

By accepting these GCU, the User acknowledges that, when navigating the Site, a Cookie may be installed automatically on its browser.

The User accepts the use of Cookies when navigating the Site, failing which some features of the site may be denied to him. These Cookies are designed to allow a faster and more effective user navigation for the User during his/her various connections on

the Site. The User may, if he wishes, disable Cookies through the settings of the browser used to access the Site.

## DURATION

These GCU enter into force from the time the User accesses the Site and without the need for him to create a user account or to log into the site. They apply as long as the User utilizes the services of ART GLOBAL GALLERY.

## ART GLOBAL GALLERIE'S LIABILITY

In its relationship with the User, ART GLOBAL GALLERY shall not be held responsible for: the interruption of operation of the site or inability to access it, or adverse conditions of usage of the Site; any loss of data, time, opportunity and/or any other indirect damage related to the use of the Site.

## ENTIRE CONTRACT

These GCU constitute the entire Terms & Conditions agreed between ART GLOBAL GALLERY and the User and replace any earlier agreement, written or oral, relating to the purpose of the GCU. All additional terms and conditions or dispute pertaining to the purpose of the GCU and contained in any written or oral communication addressed to ART GLOBAL GALLERY will be void and unenforceable.

## DIVISIBILITY

If, for any reason and to any extent whatsoever a provision of these terms should be deemed as void or unenforceable, such in validity or unenforceability shall not affect the validity and enforceability of the other provisions of these GCU and the relevant stipulation shall be applied to the extent permitted by law.