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GENERAL TERMS AND CONDITIONS: ARTIST OFFICE

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1. Introduction

These General Terms and Conditions govern the use of the services of the "Artist Office" product of Network of Arts AG (hereinafter referred to as Provider). By filling out the registration form to order the product on the Network of Arts AG website, the customer accepts the following General Terms and Conditions (hereinafter referred to as GTC).

2. Definitions

The Provider provides Software-as-a-Service (SaaS) services (hereinafter referred to as Service) for the Client via the medium of the Internet in the field of art administration. These General Terms and Conditions regulate the provision of software of the Provider for use by the Customer via the Internet and the storage of Customer data by the Provider.

3. Providing the Software

The provider provides the customer with the software "Artist Office" over the internet for use during the contract period against payment. The software is continuously developed by the Provider, which results in the current range of functions as described on the website of the Provider. The functionality of the software is constantly monitored by the provider. The Provider shall eliminate errors in the software in accordance with the technical possibilities. An error shall be deemed to exist in particular if the Software does not fulfil the functions specified in the performance description, delivers incorrect results or otherwise does not function properly so that the use of the Software is impossible or significantly restricted.

4. Rights of Use

The provider grants the customer the non-exclusive and non-transferable right to use the software "Artist Office" during the duration of the contract as intended. The customer may neither copy nor edit the software. The customer is not entitled to make the software available to third parties for use against payment or free of charge. Any form of provision of the software to third parties by the customer is expressly prohibited.

The Provider may provide the Customer with an application interface (so-called API) for communication of the software with third parties. The Provider has the right to partially or completely restrict access to this interface at any time for important or urgent reasons. An important or urgent reason exists in particular if third parties retrieve data from the software to the detriment of the Provider or if the infrastructure of the Provider is overloaded.

5. Storage of the Data

The provider provides the customer with unlimited storage space on a server. The Provider can limit the extent of the customer's storage if the use by the customer is atypical or excessive. The Provider shall ensure that the stored data can be retrieved via the Internet within the scope of technical possibilities.

The customer undertakes not to store any content on the storage space, the provision, publication or use of which violates applicable law or agreements with third parties.

The Provider is obliged to take suitable and reasonable precautions against data loss and to prevent unauthorised access to the data by third parties.

In any case, the customer remains the sole owner of the data and can demand that the Provider surrender some or all of the data during the term of the contract, without any right of retention on the part of the Provider. The surrender is carried out via a transmission channel defined by the Provider. After termination of the contract by the Provider or the customer, the customer is entitled for 30 days (from the termination date), but at least until the end of the contract, to demand the surrender of his data under the provisions stated here. The Provider is not obliged to store the customer's data beyond this period.

6. Customer Service and Support

The Provider shall answer enquiries about the software offered via the channels accessible to the Customer within the business hours published on the Website as quickly as possible. Depending on the subscription booked, different channels (e-mail, telephone, live chat) may be available to the customer. If the customer requests support via a channel that is not available, the Provider may charge the customer for the time and effort involved according to standard industry rates.

7. Guarantee of Access

The Provider shall carry out adaptations, changes or additions to the services which are the subject of the contract, as well as measures which serve to identify and rectify faults in the service which could lead to an interruption or impaired availability of the service, if possible during periods in which there is only minimal use of the service. The Provider shall only interrupt or impair the service knowingly if this is technically necessary.

The Provider monitors the basic functions of the Service on a daily basis during published business hours. In the event of serious errors which lead to a severely limited or non-availability of the service, maintenance is usually carried out within the same working day. The availability of the service is 99.5% on an annual average.

8. Duties of the Customer

The customer is obliged to prevent unauthorised access to the software by third parties by taking appropriate precautions. The customer himself is responsible for entering and maintaining the data and information necessary for the use of the service. The customer is obliged to check his data and information for viruses or other harmful components before input and to use state-of-the-art software to detect such components.

When using the Service for the first time, the Customer must independently enter a user name (corresponding to an e-mail address) and a password, which are required for further use of the Service. The customer is obliged to keep these two data secret and not to make them accessible to third parties. The customer must inform the Provider immediately about the loss or unauthorized use of these two data. The information must be sent to security@networkofarts.com.

9. Remuneration

The Customer undertakes to pay to Provider for the provision of software and the hosting of data the fee agreed in accordance with his subscription (plus statutory VAT, if applicable). The Provider will provide the Customer with a statement of the fee owed under the contract.

The Provider is entitled to adjust the service content by written notification to the customer on the next possible cancellation date. Reasons for such an adjustment of services are in particular technical progress or further development of the software. The Provider is entitled to automatically change the customer to a new subscription that is at least equivalent to his existing subscription and to invoice the correspondingly changed fee at the beginning of the new contract period. The customer has the right to terminate the modified contract with extraordinary notice of 14 days to the date of the change.



10. Warranty

The Provider guarantees the functionality and operational readiness of the Service in accordance with the provisions of these GTC.

The customer undertakes to indemnify the Provider from all claims of third parties based on the data stored by him and to reimburse the Provider for all costs incurred by the Provider due to possible infringement of rights.

The Provider is entitled to immediately block the customer's access to the service if there is reasonable suspicion that the stored data is illegal and/or violates the rights of third parties. A justified suspicion of illegality and/or a violation of rights exists in particular if courts, authorities and/or other official bodies or third parties inform the Provider of this. The Provider must inform the customer of the removal and the reason for it immediately. The block is to be lifted by the Provider as soon as the suspicion is completely invalidated.

Within the framework of the legal provisions, the Provider excludes any liability towards the customer or third parties, in particular for the fulfilment of his contractual and non-contractual obligations and for the loss of data and loss of profits (including negligence). This exclusion of liability shall also apply to any damage caused directly or indirectly by the use of the Service.

In all cases, regardless of the basis of liability, the mutual liability of the contractual parties is limited to the amount of the payment fees paid by the customer for the service in the last twelve months before the damage occurred.

11. Duration and Termination of the Contract

The contractual relationship between provider and customer begins with the registration by the customer. The customer has the possibility to choose between monthly and annual subscriptions.

Monthly subscriptions are concluded for an indefinite period of time and can be terminated by both parties by giving one month's notice to the end of each month. The cancellation has to be made by the customer via the NoA Portal. The monthly subscription is invoiced monthly in advance.

Annual subscriptions are concluded for a period of one year. If the customer does not cancel the subscription via the NoA Portal at the latest on the day before the expiry date, the subscription is automatically extended for a further year. The annual subscription is invoiced annually in advance.

The cancellation must be made via the NoA Portal. The provider will send the customer a written confirmation by e-mail.

Both parties are free to terminate the contract immediately for good cause. An important reason for the immediate termination of this contract is especially for the Provider,

- if the customer becomes insolvent or the bankruptcy proceedings have been discontinued due to lack of assets.
- if the customer is in arrears with payment obligations from the contractual relationship to the extent of at least 2 monthly payments.
- if the customer culpably violates legal regulations when using the contractual services or encroaches on the copyrights, industrial property rights or name rights of third parties
- if the customer uses the services for the purpose of promoting criminal, illegal or ethically questionable activities.

12. Confidentiality

The customer authorises the Provider to name the customer publicly as a reference and to use general information about the agreed contract in an appropriate manner for marketing and sales purposes.

The Provider undertakes to maintain secrecy about all confidential information and data that has come to his knowledge in the course of the preparation, execution and fulfilment of this contract and not to pass on this information to external third parties without the authorisation of the customer. This applies to any unauthorized third parties, unless the disclosure of information is necessary for the proper fulfillment of the Provider's contractual obligations.

13. Various

- All intellectual property rights in the services, the services, the website and similar documents of the Provider remain the property of the Provider.
- All copyrights for content that is entered into the Service or stored in the Service remain with the previous owner of the copyright.
- All notices must be sent in writing to the address of the Provider given in the imprint of the Website, unless a stricter form is provided for in this Agreement or by law.
- The contractual partners are obliged to inform the other contractual partner of any changes of address (mail and e-mail) without delay, otherwise the notification will be deemed to have been delivered to the last known address in a legally effective manner.

14. Integral Parts of the Contract

The following supplementary documents are an integral part of this contract:

- "Disclaimer and Privacy"
- The "Regulations for the Publication of Profiles", if applicable to the client.



15. Final Regulations

Any handwritten changes in these terms and conditions are void. Changes or extensions of the same require the written form. These terms and conditions replace any existing terms and conditions with immediate effect. Should individual provisions of a contract or of these GTC be or become void, the validity of the remaining provisions shall not be affected thereby. Instead of the ineffective provision, the provision that both parties would have agreed upon in good faith, taking into account the economic aspects and striving for the original purpose, shall apply. The same shall apply in the event of a gap in the contract.

Swiss law shall apply to the use of and legal disputes arising in connection with the use of the platform. Place of jurisdiction is the city of Lucerne, canton of Lucerne, Switzerland.