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GENERAL TERMS AND CONDITIONS: PUBLIC NETWORK

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1. Introduction

These General Terms and Conditions govern the use of the "Public Profile" sub-services of the "Artist Office" product of Network of Arts AG (hereinafter referred to as Provider). By filling out the application form for a public profile, the user accepts these 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 Customer via the medium Internet in the area of public publication of artist profiles. These GTC regulate the publication of the profile on the Provider's website.

3. Consent to Publication

The Provider may, with the Customer's consent, display the Customer's profile on the Provider's website. The customer can submit a request (application) for publication to the Provider, whereby the customer automatically agrees to the publication of the profile by submitting the application, even if this publication is rejected.

4. Right to Publication

The Provider will conduct a quarterly assessment of the applications and will notify the client of the decision via the Artist Office after the assessment is completed. There is no right to publication of the profile by the Provider. The Provider can refuse or withdraw the publication without giving a reason at any time. The customer has the right, within the scope of the given possibilities, to repeatedly submit his request for publication. In particular, the Provider has the right to revoke or reject the publication of profiles at any time without stating a reason if there are important reasons. Important reasons are, among others, if the publication would violate applicable law or ethical principles.



5. Rights of the Provider for Published Profiles

The Provider has the right to use any image, sound or text content from published profiles, which was collected by the Customer in the Service, at any time for his own or third party purposes. In particular, the Provider has the right to publish or reproduce the content on social media or for advertising purposes.

The Provider has the right to pass on the data entered, in particular image data, measurements, price information, insurance values or other data, to partners or customers of the Provider, insofar as these are necessary for the processing of business or potential business of the Provider.

6. Rights of the User

The User has the right to use his public profile on the Provider's website for advertising or similar purposes. The User has the right to use the trademark "Network of Arts" in accordance with the Provider's Corporate Design Guidelines.

7. Revocation of the Publication

The customer as well as the provider have the right to revoke the publication of the profile with information from the other party within a period of 30 days.

8. Final Regulation

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 contractual loophole.

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.