

Terms and Conditions of the Artillies Application

These Terms and Conditions ("Terms") govern the rules and obligations related to the use of the Artillies web application ("Application"), operated by Organizers Support s.r.o., with its registered office at Rubeška 215/1, Prague 9 - Vysočany, ZIP: 190 00, Czech Republic, Corporate ID: 04244885, Tax ID: CZ04244885 (hereinafter referred to as "Company", "We", "Us"). By using the Application, users agree to these Terms and commit to fully complying with them.

1. Definitions

1.1 Artillies Application – A digital platform facilitating connections between artists, venues, customers, print shops, and other users for the purpose of showcasing, selling, and purchasing artwork.

1.2 Users – Individuals or legal entities who create an account in the Application and use its services. We distinguish the following user roles:

- **Artists:** Creators and owners of artwork offered for sale.
- **Venues:** Physical or virtual locations where artworks are exhibited for sale.
- **Customers:** Individuals purchasing artworks via the Application.
- **Agents:** Company partners actively bringing in new users.
- **Print Shops:** Entities providing artists with services such as printing, framing, or photography.

1.3 Insurance – A supplementary service provided to artists through collaboration with Generali insurance.

1.4 Insured Period – The period for which insurance is contracted (1, 2, or 3 months).

2. Purpose and Scope of the Application

2.1 The Application is a mediating platform facilitating communication between users. The Company does not guarantee or ensure the quality, truthfulness, or accuracy of the content uploaded by users.

2.2 The Company is not a contractual party in transactions between users, including the sale, purchase, insurance, or delivery of artwork.

2.3 The Company is not responsible for:

- Any loss or damage caused by users during the use of the Application.
- Inaccurate or incomplete information provided by artists, venues, or customers.

3. Artwork Insurance

3.1 Insurance Offering

- Artists can purchase insurance via the Application for specific exhibitions of artwork for a period of 1, 2, or 3 months.
- Insurance is provided through collaboration with Generali insurance. Terms and conditions of the insurance are available on their official website.

3.2 Insurance Process

- The artist selects the appropriate pricing package based on the total value of the artwork exhibited at a single exhibition:
 - Value of artwork up to CZK 10,000.
 - Value of artwork up to CZK 30,000.
 - Value of artwork up to CZK 50,000.
 - Value of artwork up to CZK 100,000.
 - Value of artwork over CZK 100,000 (custom rate).
- After payment through the Application, the Company facilitates the conclusion of the insurance agreement with Generali.
- All administrative tasks are handled by the Company. Artists are not required to contact the insurer directly.

3.3 Insurance Payout

- In the event of an insurance claim, the payout is made to the Company's account.
- The Company then transfers the funds to the artist. The Company is not responsible for the speed or amount of the payout.

3.4 The user acknowledges that the details of the insurance contract, including exclusions, are governed by Generali's terms and conditions, which they must review before purchasing insurance.

4. Rights and Obligations of Users

4.1 Artists:

- Ensure accurate, current, and truthful information about their artwork.
- Be responsible for the quality, authenticity, and technical condition of the artwork.
- In the event of insured artwork, notify the Company of any insurance claims within 3 business days of the incident.

4.2 Venues:

- Be responsible for the physical security of exhibited artwork unless otherwise agreed in writing.
- Provide customers with transparent information about the artworks offered.

4.3 Customers:

- Carefully review artwork details before purchase.
- Make timely payments for purchased artworks.

4.4 Agents:

- Actively promote the Application and bring in new users.
 - Agents cannot simultaneously be artists or venue owners linked to their account.
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5. Fees

5.1 Application Service Fees

- The Company charges a platform fee for each transaction. This fee includes operating costs, payment processor fees, and potential agent commissions.

5.2 Insurance Fees

- The price of insurance is determined based on the value of the artwork in the exhibition and the insured period.

5.3 All prices listed in the Application include applicable VAT unless stated otherwise.

6. Limitation of Liability

6.1 The Company is not responsible for:

- Any damages, losses, or disputes arising between users.
- The quality, safety, or authenticity of artwork.
- Any delays or incorrect fulfillment of insurance obligations by Generali.

6.2 The Company does not ensure users' compliance with tax obligations. Each user is responsible for fulfilling their obligations to the respective tax authorities.

7. Changes and Termination of Service

7.1 The Company reserves the right to modify or terminate the provision of the Application at any time. Users will be notified of such changes at least 30 days in advance.

7.2 A user may terminate their account at any time. However, the Company reserves the right to retain certain data in accordance with legal regulations.

Artillies Application Privacy Policy

This Privacy Policy ("Policy") explains how Organizers Support s.r.o. ("We", "Company") processes the personal data of users of the Artillies application ("Application"). Protecting your personal data is important to us, and we are committed to processing it securely and responsibly.

1. Data Controller

The controller of your personal data is Organizers Support s.r.o., Corporate ID: 04244885, with its registered office at Rubeška 215/1, Prague 9 - Vysočany, ZIP: 190 00, Czech Republic.

If you have any questions about the processing of your personal data, you can contact us at: privacy@artillies.com.

2. What Data Do We Collect?

2.1 Data provided by the user:

- **Registration data:** Name, surname, email address, password (encrypted).
- **Billing data:** Address, Corporate ID/Tax ID, payment information (processed via third-party providers, e.g., Stripe, PayPal).
- **Artist/Venue profiles:** Photos, descriptions, and information about artworks.

2.2 Data collected automatically:

- IP address, device type, operating system, geographic location.
- Usage history of the Application, including transactions, views, and clicks.

2.3 Data from third parties:

- Payment data processed by payment service providers (e.g., Stripe, PayPal).
 - Information obtained from Generali insurance related to the insurance service.
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3. Purpose of Data Processing

We process your personal data for the following purposes:

3.1 Providing the Application's services:

- Creating and managing user accounts.
- Facilitating communication between users (e.g., artists and venues).

3.2 Fulfilling legal obligations:

- Maintaining accounting records, issuing invoices, and complying with tax obligations.

3.3 Improving the Application:

- Analyzing user behavior to optimize functionality and user interface.

3.4 Marketing and communication:

- Sending updates, information about new features, or promotional offers (only with your consent).

3.5 Processing insurance:

- Managing insurance contracted by artists through collaboration with Generali insurance.
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4. Legal Basis for Processing

We process your personal data based on the following:

- **Contract performance:** To register, operate the Application, and provide its features.
 - **Legal obligations:** To comply with accounting, tax, and other legal requirements.
 - **Consent:** For sending marketing communications or using specific cookies.
 - **Legitimate interest:** To improve the Application and prevent misuse of services.
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5. Sharing Data with Third Parties

We share your personal data only in necessary cases:

5.1 Service providers:

- Payment processors (e.g., Stripe, PayPal).
- Generali insurance for providing insurance services.
- IT providers for hosting, databases, and analytical tools.

5.2 Legal and regulatory authorities:

- If required by legal obligations, we share data with relevant authorities.

5.3 Other users of the Application:

- Some data (e.g., artist profiles, artwork descriptions) is public and accessible to other users.
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6. Data Retention Period

6.1 We retain your personal data only for as long as necessary to fulfill the purpose of processing:

- **Data related to registration and use of the Application:** For the duration of the active user account.
- **Billing and accounting data:** For 10 years, as required by law.

- **Marketing communications:** Until consent is withdrawn.

6.2 After processing is completed, your data will be securely deleted or anonymized.

7. Rights of Data Subjects

In accordance with GDPR, you have the following rights:

7.1 **Right of access:** You can request information about what data we process about you.

7.2 **Right to rectification:** You can request the correction of inaccurate or incomplete data.

7.3 **Right to erasure:** You can request the deletion of your data if it is no longer necessary to fulfill legal or contractual obligations.

7.4 **Right to restriction of processing:** You can request restriction of processing in specific situations.

7.5 **Right to data portability:** You can request the transfer of your data to another controller.

7.6 **Right to object:** You can object to the processing of your data based on legitimate interests.

8. Data Security

We use appropriate technical and organizational measures to protect your data from unauthorized access, loss, or misuse. These measures include:

- Encryption of data during transmission.
 - Protection of servers using firewalls and antivirus solutions.
 - Limited access to data by authorized personnel only.
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9. Cookies

9.1 The Application uses cookies to enhance the user experience, personalize content, and analyze traffic. For details, please read our **Cookie Policy**.

10. Changes to This Policy

10.1 We may update this Policy at any time. Significant changes will be communicated to you via the Application or email.

10.2 **Date of last update:** December 1, 2024.

11. Contact

If you have any questions about this Policy or wish to exercise your rights, contact us:

- **Email:** privacy@artillies.com

- **Address:** Organizers Support s.r.o., Rubeška 215/1, Prague 9 - Vysočany, ZIP: 190 00, Czech Republic