

These are the Terms and Conditions (“Terms”) pursuant to which Visual Spc Ltd (“Visual Spc”, “we”, “us” or “our”) provides you with access to its Platform.

Please read these Terms carefully before using this Platform. By using the Platform, you agree to be bound by these Terms.

If you are using the Platform on behalf of your employer or acting as an employee, you warrant that you are authorised to enter into legally binding contracts on behalf of your employer. The same rights, limitations and restrictions apply to your employer. You agree that these Terms are enforceable as if they were written negotiated agreement signed by your employer.

By agreeing to these Terms, you confirm that you:

- Are at least 18 years old;
- Have the capacity to agree to these Terms;
- Are not in any way prevented by law in the country which you are currently located to enter into these Terms.

These Terms may be subject to change, and accordingly you are advised to refer back to these Terms from time to time and before registering with the Platform.

About us:

The Platform is owned, managed, operated and maintained by Visual Spc Ltd, a company registered in the Republic of Cyprus with company registration number HE 411164 and having its registered address in Nicosia, Cyprus.

Purpose:

The Platform is an online marketplace for purchasing various original artworks made available through the Platform by Visual Spc (the “**Property**”) on behalf of the creator or owner of the Property (the “**Artist**”).

The Platform is designed solely for the purpose of viewing and purchasing Property via Visual Spc.

Visual Spc is not the seller of the Property but only provides you with access to the Platform as a means of facilitating your purchase of the Property.

You hereby acknowledge that Visual Spc acts only as an agent in the sale of Property in arranging the sale and purchase of the Property through the Platform or otherwise. you therefore acknowledge that Visual Spc is not a party any agreement for sale of the Property and you and the Artist will each be separately responsible and liable to one another under the terms of such agreement for sale of the Property.

Your obligations:

By registering your details and becoming a user to the Platform (the “**User**”) you consent to Visual Spc conducting verification and security procedures in respect of the information provided by you online.

You hereby warrant that the information provided by you to Visual Spc is true, accurate and correct. You further warrant that you shall promptly notify Visual Spc in the event of any changes to such information.

Upon the completion and submission of the online subscription form on the Platform, a verification email will be sent to the email address you provided on the subscription form.

Any access credentials issued by Visual Spc are unique to each User and must not be shared. You must notify Visual Spc promptly in the event there is a breach of security or any unauthorised use of your credentials.

You shall:

- Keep your login details safe and not allow any other person to use your credentials;
- Not post on the Platform any information, comments, images, reviews, third party URL links or other material whatsoever in any format, whether on your Profile or elsewhere on the Platform, that may reasonably be deemed to be offensive, illegal, inappropriate or that in any way:
- Not provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
- Not promote or contain information that you know or believe to be inaccurate, false or misleading;
- Not engage in or promote commercial activities and/or sales, including but not limited to contest or advertising, without Visual Spc's prior written consent;
- Not use your credentials with the intent of impersonating another person;
- Not use the information presented on or obtained using the Platform for any purposes other than those expressly set out in these Terms;
- Not use the Platform, the content therein and/or do anything that will infringe the intellectual property rights or other rights of any third parties;
- Comply with all instructions and policies from Visual Spc published from time to time;
- Not attempt to contact any Artist outside of the Platform or take any other action for the purpose of circumventing payment of the Property through the Platform;
- Not do anything which may damage or impair Visual Spc's business or reputation or which may otherwise, in Visual Spc's reasonable opinion, bring or is likely to bring Visual Spc's business into disrepute.

Visual Spc reserves the right, at its discretion, to change, discontinue or terminate your access to the Platform at any time in its sole discretion without cause and with immediate effect.

Purchasing Property through the Platform:

In the event you wish to purchase the Property, the price is indicated on the listing. You are responsible for reading the full listing before agreeing to purchase the Property.

Visual Spc shall exercise its best endeavors to ensure that the price of the Property is an accurate market value. A Property is only marked as "sold" once payment is received.

Visual Spc will send you an email confirming your Property.

You enter into a legally binding agreement for sale of the Property with the Artist at the moment you receive the **purchase confirmation email**.

Payment method:

Payment for all Property must be made through the Platform's online payment facility.

The Purchase price shall be exclusive of VAT and all other applicable sales tax, unless otherwise expressly set out in the listing. Payment is made in Euro (€).

You are liable for all costs associated with making such payment in Euro regardless of your home currency (including all associated bank charges). If Visual Spc incurs any bank charges resulting from your payment, we may recover such charges from you.

You agree to pay additional taxes and charges (such as import VAT and customs duty) if the Property is shipped to the country you designate.

In connection with your payment, you will be asked to provide customary billing information (such as name, billing address and credit card information) either to Visual Spc or to its payment processor. If you are directed to Visual Spc's payment processor, you may be subject to terms and conditions governing use of their service. Please review such terms and conditions before using the processing services.

Delivery:

Visual Spc does not pack or ship the Property or provide any insurance in relation thereto. At your choice, Visual Spc will, on your behalf and at your expense, procure shipping services by a third-party shipping service provider (the "**Shipping Provider**"). The Shipping Provider will deliver the Property to the address designated by You. Visual Spc shall not be liable for any damaged or lost Property, which shall remain the responsibility of the Shipping Provider.

You agree to pay all shipping costs incurred in relation to any Property purchased through the Platform. Such shipping costs must be made direct to the relevant Shipping Provider.

Visual Spc shall use reasonable endeavors to ensure that the Artist releases the Property purchased by you within seven (7) days of the Artist being notified by Visual Spc that payment has been received. In the event the Artist fails to release the Property for shipping within thirty (30) days from the date of Visual Spc's receipt of payment, you acknowledge that your sole remedy shall be a refund of the payment made to Visual Spc.

Our Right to Refuse Release of Property:

Visual Spc may instruct the Artist to withhold release of the Property to the Shipping Provider if:

1. You do not make any payment to Visual Spc when it is due and Visual Spc has not received payment within 7 days of Visual Spc reminding you that payment is due;
2. You do not, within a reasonable time of Visual Spc asking for it, provide the Shipping Provider with information that is necessary for them to deliver the Property, for example, delivery timings; or
3. You do not, within a reasonable time, allow the Shipping Provider to deliver the Property to you.

Return of the Property:

In the event you wish to return the Property you purchased and request for a refund, you may do so within 30 days from the day the item has been delivered. You must return the item at your own expense within 14 days from the day you requested a refund.

Liability:

The Platform may only be used by you at your own risk, with no responsibility or liability on the part of Visual Spc. You agree that you are solely responsible and liable for all activities on the Platform.

To the extent permitted by law, no warranties, conditions or other terms are implied in these Terms. Visual Spc does not warrant that the Purchase: (i) will be fit for any particular purpose; (ii) is original; or (iii) it is the Artist's own creation. Visual Spc shall not be liable for the quality or authenticity of the Property.

You accept responsibility for your selection of the Property.

Visual Spc will not be liable for: (i) loss of profit, goodwill, business opportunity, anticipated savings or benefits; or (ii) indirect or consequential loss.

Visual Spc's total liability (including interest) for all claims connected with these Terms (including but not limited to negligence) is limited to the higher of:

- 1) The amount of money for which you have paid to Visual Spc to purchase the Property, pursuant to these Terms in the twelve (12) months period preceding the date of the incident giving rise to the liability; and
- 2) one hundred euro (€100).

Nothing in these Terms will limit a person's liability for: (i) death or personal injury caused by that person's negligence, (ii) that person's fraud or (iii) anything else that cannot by law be limited.

In the event a dispute arises between You and the Artist, you agree not to bring any claim (including one in negligence) against Virtual Spc.

Disclaimer:

You acknowledge and agree that where the Platform includes views, opinions, advice or recommendations from Users (collectively referred to as the "**Views**"), such Views, are not endorsed by Visual Spc and to the maximum extent permitted by the law, Visual Spc excludes all liability for the accuracy, defamatory nature, completeness, timeliness, suitability or otherwise of such Views.

All information published on the Platform including without limitation the User Submission, is intended as information only and does not in any way constitute advice of any nature. Your use and reliance on the information made available on the Platform shall be at your own risk and Visual Spc shall not be liable whatsoever for any damages and/or loss which you may incur as a result of or in connection with your use and reliance of such information.

Commentary and other materials posted on the Platform by Visual Spc is for information purposes only and should not be taken as advice on taking any specific course of action. Visual Spc therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any User to the Platform, or by anyone who may be informed of any of its contents. Further, responsibility for decisions taken on the basis of information, suggestions and advice given to you by Visual Spc (including through the Platform) shall remain solely with you.

Intellectual Property Rights:

Visual Spc owns all the intellectual property rights relating to the Platform. As between you and Visual Spc, Visual Spc owns and retains, solely and exclusively all rights, title and interests in and to the Platform, all content Visual Spc provides on or through the Platform, including all copyrights, moral rights,

trademarks, trade secrets, patent rights, database rights and all other intellectual property rights contained therein.

Visual Spc has been exclusively consigned the Property to sell on the Artist's behalf. Visual Spc does not own the Property or any intellectual property rights contained therein. All rights to the Property (including all intellectual property rights) are retained by the Artist.

You are expressly prohibited from:

- Reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Platform, including without limitation, any information, articles, photographs, images or submissions made available to you through your use of the Platform; and
- Removing, modifying, altering or using any registered or unregistered marks/logos/designs owned by Visual Spc and/or its licensors, and doing anything which may be seen to take unfair advantage of Visual Spc's reputation and goodwill or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to Visual Spc.

Privacy Statement:

Details on how Virtual Spc uses personal data can be found here

Our Affiliations and Third-Party Links

The Platform provides links to and content from third party websites. Visual Spc accepts no responsibility and no liability for the availability, suitability, reliability or content of such third-party websites and do not endorse the views expressed therein.

Third party websites operate under their own terms and conditions, and you are advised to read such terms and conditions prior to making use of such third-party websites.

Further, where you access any third-party website through a link on the Platform, you acknowledge and agree to abide by the terms and conditions of such third party website.

Matters beyond reasonable control:

Visual Spc will not be liable to you if Visual Spc fails or delays to meet its obligations due to matters beyond our reasonable control. For the avoidance of doubt,

If any matter beyond our reasonable control takes place that affects the performance of Visual Spc's obligations under these Terms, Visual Spc will contact You as soon as reasonably possible to notify you.

General:

Visual Spc may transfer or deal with its rights or obligations under these Terms without prior written consent.

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the Terms shall continue in full force and effect as if the Terms had been executed with the invalid, illegal or unenforceable eliminated.

These Terms and any dispute arising from them, whether contractual or non-contractual, will be governed by the laws of the Republic of Cyprus and will be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

These Terms and any document expressly referred to in them represent the entire agreement between you and Visual Spc in respect of your use of the Platform. The Terms replace any earlier agreements, representations or discussions between you and Visual Spc.

Contact Us:

You may contact us by emailing us at info@visualspc.com.

If you have any questions or complaints about the Property you have purchased, please let us know. Visual Spc will put you in touch with the Artist who can deal with your question or complaint.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us with at the time of your subscription to the Platform.