

General Terms & Conditions of Service

Effective Date: 21 October 2024

1. Introduction

1.1 These General Terms & Conditions of Service (“General Terms”), Schedules 1, 2, 3 & 4 of this Agreement (the “Product Terms”) and the Addendum govern the relationship between you and us.

These Terms of Use (‘**Terms**’) govern your use of applications, websites, content, products and services, including the Website, (‘**Services**’) made available by Sybil Art Business Management Platform, (‘**we**’, ‘**us**’ or ‘**our**’), and form a binding contractual agreement between the user of our Services (‘**you**’ or ‘**your**’) and Sybil Art Business Management Platform.

These Terms are important, and you should ensure that you read them carefully and contact us with any questions before you use the Services. You can contact us via the 'Contact Us' link on the Website. By downloading, accessing and/or using the Services, you accept these Terms. If you do not accept these Terms, you may not access or use the Services.

By subscribing to any of our Products, you agree to be bound by these General Terms.

1.2 In the event of a conflict or any inconsistency between these documents, the following order of precedence shall apply:

1.2.1 Sybil Art Business Management Platform Addendum;

1.2.2 Your Sybil Art Business Management Platform Professional Services Agreement (if applicable);

1.2.3 General Terms.

1.2.4 Schedules 1, 2, 3 & 4 of this Agreement (the “Product Terms”), unless stated within any of the Product Terms that they take precedence over the documents listed above.

1.2.5. Any other relevant Sybil Art Business Management Platform Group Product Terms & Conditions.

2. Definitions

2.1 Terms used in this Agreement

“Acceptance” means your acceptance of the terms of this Agreement in accordance with clause 3;

“Account Management” means the Sybil Art Business Management Platform enhanced support Product whose features are described in Schedule 3;

“Agreement” means the Data Processing Addendum, these General Terms, the relevant Product Terms, Sybil Art Business Management Platform Professional Services Agreement (if applicable) and any other relevant Sybil Art Business Management Platform Group Product Terms & Conditions;

“Artist, Gallery, Collector and Foundation Website whose features are described in Schedule 2;

“Sybil Art Business Management Platform App” means the application offered by us subject to the terms and conditions in Schedule 3;

"Sybil Art Business Management Platform CMS" (Content management system), " Content Management System ", "Code", "Website Code", means the underlying back-end application and administration area operating and providing the website, excluding your Content or material added by the your service users. Sybil Art Business Management Platform CMS includes all HTML Source Code, CSS, programming code, and JavaScript and other materials either owned by or licensed to us, and the interface and functionality of the Content Management System used by you to administer your Content.

“Sybil Art Business Management Platform CRM" (Customer Relationship Management) CRM stands for customer relationship management , which is a system for managing all of your company's interactions with current and potential customers.

"Sybil Art Business Management Platform Media Ltd", "us", "we", "Sybil Art Business Management Platform" means Sybil Art Business Management Platform Media Limited incorporated and registered in Belgium (BE 0773.993.187)whose registered address is Lange Koepoortstraat 33/102 2000 Antwerpen, Belgium.

“Sybil Art Business Management Platform Pay” means the payment Product we offer to our customers subject to the Sybil Art Business Management Platform Pay Product Terms which appear in Schedule 4.

“Sybil Art Business Management Platform Pro” and “Sybil Art Business Management Platform One” means the Sybil Art Business Management Platform Database Product whose features are described in Schedule 1.

"Billing Period" means the time period of subscription services relating to an individual invoice.

“Business Day” means any day other than a Saturday or Sunday or a statutory public holiday in England or Christmas Eve and New Years Eve when our offices are closed.

“Buyer” means an individual or entity customer that is using an enabled payment type to pay for goods or services purchased from you.

“Confidential Information” of each party shall mean all information, in whatever form, disclosed, made available by, or otherwise emanating from the party in connection with this Agreement (and shall include its terms and, in the case of our Confidential Information, all information relating to the specification and performance of the Products). Confidential Information shall not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of this Agreement; (iii) was already in the possession of the receiving party at the time of disclosure; (iv) was received by the receiving party after disclosure from a third party who was not required to hold it in confidence; or (v) is trivial and/or obvious.

“Content” means any photographs, pictures, content, text, artwork, files, programs, sound, graphics, video, data, and other similar materials that you upload or "posts" to their Website or stores using services provided by us or material uploaded by your end users.

“Dedicated Account Manager” means an account manager appointed solely to manage your account in accordance with paragraph 4.2 of Schedule 3.

“Downgrade” means you electing to move from a higher to a lower specification of Product.

“E-Commerce Essential”, “E-Commerce Professional” and “E-Commerce Expert” means the Sybil Art Business Management Platform Product whose features are described in Schedule 2.

“Excluded Event” means (i) incompetence, misuse or other error of a user of the Products, erroneous data or data incorrectly prepared by you; (ii) failure by you to access or use the Products in accordance with this Agreement, any documentation or our instructions; (iii) any change, addition or variation to the Products or its operating environment outside our normal procedures made by you or at your request ; (iv) any change, addition, variation or repair to the Products other than those carried out by us; (v) use of the Products in combination with other systems, software or equipment of yours (or any third party) not approved by us; (vi) any telecommunications network defect, delay or failure or failure of your hardware or other systems; and/or (vii) any failure in performance of the Products or their availability caused by matters other than the hardware, software, networks, databases and other information technology equipment owned or controlled by us.

“Financial Distress Event” means where you receive any demand for repayment of lending facilities or we conclude in our discretion that: (i) your financial position has deteriorated to such an extent that your ability to pay the Fees or otherwise comply with the terms of this Agreement is put in jeopardy; or (ii) you take any steps in anticipation of or have no realistic prospect of avoiding an Insolvency Event.

“Insolvency Event” means any corporate action, application, petition, order, proceeding or appointment or other step is taken or made by or in respect of you for any composition, compromise or arrangement with your creditors generally, any restructuring plan, scheme of arrangement, voluntary arrangement or moratorium, your winding-up (other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation), dissolution, administration, bankruptcy or receivership or the appointment of a receiver or manager over all or any part of your undertaking, assets or income, or if you are unable to pay your debts as they fall due, or if you cease to trade or if a distress, execution or other legal process is levied against any of your assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which you are incorporated, resident or carries on business.

“Liability” means all and every type of liability we have or may have arising out of or in connection with this Agreement, the Products and any support services, including but not limited to, liability: (i) for or in breach of contract, repudiation, renunciation, restitution, misrepresentation, negligence, other tort or breach of statutory duty; (ii) under any indemnity or arising from any express right or remedy; (iii) caused by any total or partial failure or delay in supply of the Products and support services; or (iv) arising from deliberate actions or omissions, and in each case, however fundamental the result.

“Management Essential”, “Management Professional” and “Management Expert” means the Sybil Art Business Management Platform Management Product whose features are described in Schedule 1.

“Marketing Essential”, “Marketing Professional” and “Marketing Expert” means the Sybil Art Business Management Platform Products whose features are described at Schedule 3.

"Media" means any means of conveying information, whether now known or hereafter devised.

“Online Viewing Rooms” means the Sybil Art Business Management Platform Product whose features are described at Schedule 2.

“Payment Service” means the third party organisation through which you accept electronic payments from Buyers.

"**Personal Data**" has the meaning given in the Data Processing Addendum.

“**Product**” a type of ongoing, subscription service that we provide that you choose to purchase as more specifically described in the relevant Product Terms.

“**Professional Services**” means any one-off service offered to you that is subject to a separate Professional Services agreement including but not limited to onboarding, data migration, custom website design and development, training and consultancy work.

“**Sales Starter**” and “Sales Professional” mean the Sybil Art Business Management Platform Product whose features are described in Schedule 3.

“**Service Commencement Date**” means that date that we will commence providing services under this Agreement.

“Subscription Management System” means the system used by us to process subscription invoices and payments.

“**Upgrade**” means you electing to move from a lower to a higher specification of Product;

“Artist, Gallery, Collector and Foundation Website means the Sybil Art Business Management Platform Products whose features are described in Schedule 2.

“**Working Hours**” means our advertised business hours which are currently Monday to Friday 10.00 – 18.00 (Belgium) as updated from time to time.

"You", means the client who has purchased any Product and with whom this Agreement is made.

2.2 Unless expressly stated to the contrary in this Agreement:

2.2.1 words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations.

2.2.2 a reference to a recital, clause or Schedule is a reference to a recital or clause of or Schedule to this Agreement and a reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears.

2.2.3 any words or phrases following the expression “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those expressions where a wider interpretation is possible; and

2.2.4 any words or phrases preceding the expression “other”, “otherwise” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term following those expressions where a wider interpretation is possible.

3. Term and Commencement

3.1 This Agreement shall commence from the date that you confirm your acceptance when purchasing any Products from us.

3.2 We will notify you in writing of the Service Commencement Date. We will use reasonable endeavours to commence provision of the Products within five Business Days of receipt of your first payment. However, where we are performing onboarding services (including, data migration, custom website design or other implementation services) or where you have to take steps in order for the Product to be operational the period between the first payment and the Service Commencement Date may be longer.

4. Products

4.1 Subject to you paying the Fees for the Products you select; we shall provide the Products in accordance with this Agreement from the Service Commencement Date.

4.2 These General Terms apply to all Products provided by us. Specific Product Terms will apply depending on the Product or Products you have chosen. The Product Terms appear in the schedules to these General Terms in addition to the Product key features where relevant:

4.2.1 Management & Database Product Terms (Schedule 1).

4.2.2 Website, Online Viewing Rooms and E-Commerce Product Terms (Schedule 2);

4.2.3 Sales, Marketing, Sybil Art Business Management Platform App & Account Management Product Terms (Schedule 3);

4.2.4 Sybil Art Business Management Platform Pay Product Terms (Schedule 4).

4.3 We shall perform our obligations under this Agreement with reasonable care and skill.

4.4 We do not warrant the continuous, uninterrupted, error free operation of the Products.

5. Payment

5.1 Our Fees

5.1.1 Our Products are charged for on a recurring basis, in advance.

5.1.2 You may add additional Products at any time. The applicable fees are set out on our website or are available on request.

5.1.3 All fees are exclusive of applicable taxes, which shall be payable by you in addition, wherever relevant at the rate and in the manner prescribed by law.

5.1.4 Please see the Sybil Art Business Management Platform Pay Product Terms (Schedule 4) for additional terms around how this service operates.

5.2 Fee changes

5.2.1 We may increase our fees at any time at our sole discretion, giving no less than 30 calendar days notice. Price increases will come into effect at the beginning of your next Billing Period.

5.2.2 Separately, our fees will be subject to an annual increase in line with inflation (“Inflation Price Rise”). The Inflation Price Rise will be capped at the Belgian Agoria - Federation of Enterprises of the technology industry - Consumer Prices Index including owner occupiers' housing costs) measure plus two percentage points (as published by the Belgian Agoria Office for National Statistics for the prevailing period). You agree for the Inflation Price Rise to be automatically applied each year. For the avoidance of doubt, there will be no corresponding price decrease if there is a decrease in BE Agoria over any such period.

5.3 Payments

5.3.1 Payment of our invoices is due on receipt unless stated otherwise. Product subscription invoices will typically be issued **two weeks in advance** of commencement of your next Billing Period. We may charge you additionally on an interim basis on certain occasions either in accordance with this Agreement, or under certain other circumstances (which we will communicate to you separately).

5.3.2 We use a third-party Subscription Management System to process subscription payments. You can find out more about our current provider: Tusico BV (www.tuisco.com) and Stripe (www.stripe.com)

5.3.3 Payments must be made by Direct Debit, ACH or by credit or debit card. You must keep an active payment method on file with our Subscription Management System and you authorise us to take automatic payments on all future subscription billing cycles. We do not accept payment by cheque.

5.3.4 If you delete your payment details or fail to keep your payment details up to date, we reserve the right to revoke your access to the Products if you do not rectify the issue within 30 calendar days of receipt of notification until such time as the issue is rectified. If you fail to rectify the issue within 90 calendar days of receipt of notice we reserve the right at our absolute discretion to terminate this Agreement.

5.4 Late Payment

5.4.1 We may charge interest at 8% above the National Bank of Belgium (NBB) rate on any payments that are overdue for longer than 30 calendar days.

5.4.2 We will use reasonable endeavours to contact you in the event of a late payment, using the email address you have provided to us on our Subscription Management System. It is your responsibility to keep these contact details up to date.

5.4.3 If an invoice remains **outstanding for more than 30 calendar days**, we reserve the right to suspend access to the Products. We will charge a reactivation fee in addition to the outstanding invoice amount if you wish to access your Products in the future.

5.4.4 We may pass on unpaid debts to a debt collection agency who may charge additional fees for debt recovery which you agree to pay. If you are not charged any fees by the agency, you will need to reimburse us for any recovery fee we forfeited to pay the agent if we continue to provide our services.

5.4.5 Where payment is overdue for **60 calendar days**, we reserve the right to terminate this Agreement and delete your data from our systems.

6. Our Undertakings and Level of Service

6.1 Users

6.1.1 You can increase the number of users for the Products that you use on the terms outlined in the Product Terms for the Product in question. You agree to pay us for any additional users in excess of your package allowance in accordance with the relevant Product Terms. Invoices may be raised for prior periods for additional users added in excess of the allowance for the Product in question.

6.2 Hosting and connection

6.2.1 We will use reasonable endeavours to provide an uptime 99.5% of the time each calendar month. This means that Downtime will not exceed 0.5% of the time during any calendar month. “Downtime” means periods of time when the Products are not available to you. It does not include any periods when the Products are not functional or available as a result of:

1. any maintenance or delivery of scheduled updates carried out in accordance with the below paragraph; or
2. an Excluded Event.

6.2.2 We may interrupt availability of the Products:

1. to undertake scheduled or emergency maintenance or deliver scheduled updates but will use reasonable endeavours to provide you with at least 24 hours’ notice by email;
2. at any time to perform emergency maintenance without notice but will use reasonable endeavours to provide notice to you by email.

6.2.3 Our own servers are located in secure installations that offer high speed connections, 24/7 security and have measures in place that minimise risks from fire, power failure, hacking and unauthorised access. We will maintain worldwide, on-screen, secure access to the servers to track problems and trace any hold up in internet traffic.

6.2.4 We will use reasonable endeavours to ensure that the Products have a reliable service connection, adequate to handle internet traffic. Internet speed and availability may depend on hardware and connections beyond our control. We cannot be liable for connection problems upstream of our own server, DDOS attacks, problems on the infrastructure of our chosen global technology partners or other common services upon which all internet solutions rely, such as the domain name server system.

6.2.5 We will use reasonable endeavours to investigate and report back to you within 6 Working Hours regarding any problems you experience with your connection to our servers, should your problem not be relating to an Excluded Event.

6.3 Technical Support

6.3.1 Subject to the plan you have selected and the payment of any applicable fees, support is available if one of your users has problems using the features of the system or for items that may not be explained with sufficient clarity by our training materials.

6.3.2 The support services do not include:

1. diagnosis or rectification of problems associated with the other systems, software or equipment of you or any third party.
2. customisation or configuration services in respect of the Products.
3. IT consultancy services.
4. the rectification of errors that do not significantly impair or affect the operation or performance of the Products.
5. support rendered more difficult by an Excluded Event.
6. operational advice and assistance to users.
7. training services (including video calls and screen shares); or
8. the preparation, formatting and testing of client data for data migration purposes.

6.3.3 We reserve the right to charge for support that does not relate to the functioning of the Products or our servers in 15-minute increments at an equivalent to our standard hourly rates plus applicable taxes, for more information please contact platform@sybilart.com

6.3.4 Please refer to individual Product Terms for the level of support included for each of the individual Products you have purchased. We can only provide support to your employees with a valid, named user login. Your subscription fee also covers self-service resources.

6.3.5 We will use reasonable endeavours to respond within 12 Working Hours to you about any problems you report. If the investigation requires a specialised member of the team, we will respond initially but may require additional time to adequately look into the issue raised.

6.3.6 Front line support is available from our teams working in Belgium business hours. Some issues may need to be referred to development teams in Belgium meaning the difference in time zones could delay resolution. A reduced level of support is available over the Christmas period and during public holidays in Belgium and Hungary.

6.3.7 For urgent support, every effort will be made to assign a suitable technician outside Working Hours.

6.3.8 If a fault renders a Product unusable for all users, owing to speed, login failure or non-connection, we would attempt to resolve this as a top priority, unless there is a persistent fault upstream of our servers.

6.4 Defects

6.4.1 We will investigate any suspected defects within a reasonable timeframe. Once it is demonstrated that the problem is the cause of faulty code or database interaction, we will assess the severity of the issue and provide a remedy or workaround in a time frame that reflects the business impact to you. We will use all reasonable endeavours to remedy any defects in the Products that severely impair your ability to work as quickly as possible. Defects are classified solely at our discretion taking into account the overall impact to the customer base and risk from deploying the requisite change to our production systems.

6.4.2 Where there is no actual coding or serving malfunction, but it is established that the Product does not provide the function you require or do so in what you consider the best way, we will try to offer advice.

6.5 Feature requests

6.5.1 We welcome client feedback relating to feature requests. Feedback will be assessed as part of a larger development roadmap and proposed changes will be considered in the context of wider company strategy.

6.6 Closed Beta, Open Beta and pre-release software

6.6.1 We may offer you the opportunity to test beta or pre-release software within each Product for which you have a subscription. Closed Beta, Open Beta or pre-release software may contain bugs or limitations that may affect the performance of the Products. We welcome feedback but do not guarantee bug-fixes will be implemented or that the software will be released. Closed Beta, Open Beta and pre-release software is excluded from the Defects clause in this Agreement. We reserve the right to withdraw beta or pre-release software at any time and exclude all Liability to you in respect of your use of any Beta and pre-release software to the maximum extent permitted by law.

6.7 API and Feeds Integration

6.7.1 Where offered, we reserve the right to update or modify the API and feeds integration to improve performance, security, or functionality. New versions of the API may not be backward-compatible with older versions. We may, at its discretion, cease to support and subsequently deprecate older versions of the API and Feeds integration. In the event of this occurring, we will continue to serve deprecated versions for a minimum of 90 calendar days.

6.7.2 You are advised to review the documentation for each new version to understand any changes that may affect the compatibility of your existing integrations. We will make reasonable efforts to provide information about incompatibilities, but it is your responsibility to assess and address such issues.

6.8 Upgrades / Downgrades

6.8.1 If you choose to Upgrade your subscription, changes will come into effect within a reasonable timeframe and an interim invoice will be raised for the remaining subscription period and will be reflected on your next subscription invoice.

6.8.2 If you choose to Downgrade your subscription, changes will come into effect at the start of your next Billing Period and will be reflected on your next subscription invoice. No partial refunds will be given for subscription periods already paid for following a downgrade. You must give 30 calendar days' notice before the start of the next Billing Period to enact the change.

6.9 Modifications

6.9.1 We may make necessary modifications to the Products from time to time. We do not offer ad-hoc modifications to any of our subscription Products.

6.10 Training

6.10.1 We may provide training materials which are available for the Products.

6.10.2 Unless agreed with in writing, no formal group or one-to-one training is included in the cost of any Product. Training sessions can be scheduled in advance and are charged at our standard hourly rates, typically via screen-sharing sessions unless agreed otherwise by prior arrangement. For more information, please contact platform@sybilart.com.

6.11 Compatibility

6.11.1 We will use reasonable endeavours to ensure that the Product offers full functionality in line with the device system requirements outlined.

6.12 Limited warranty

6.12.1 We warrant that the Products provided will substantially conform to the advertised specifications, and exclude, to the fullest extent permissible by law, all other warranties including those implied by statute. Our entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at our option, partial refund of the subscription licence fee or repair to the defective Product.

6.12.2 We shall not be in breach of the limited warranty above and shall have no obligation under the limited warranty above if the claim results from:

1. damage to Products, including the accidental or deliberate destruction of or damage to the Products.
2. any failure to setup, use or maintain the Products in accordance with our instructions and any documentation provided by us; or
3. any alteration, modification or repair to the Products other than that carried out by us, or third parties nominated or approved in writing by us.

6.12.3 We shall have no Liability under the limited warranty above (or any other warranty, condition or guarantee) while any sum is overdue from you to us.

6.12.4 We reserve the right to make any changes to specifications, and/or the Products which are required to conform with any applicable legal requirements (whether statutes, regulations, directives, third party rights, or otherwise) or which do not materially affect their quality or performance.

6.13 Limitation of remedies and damages

6.13.1 Notwithstanding any other provision of this Agreement, but subject to the paragraph below, we shall have no Liability, in each case whether suffered by you or a third party, for any:

(i) direct or indirect loss of or damage to:

- (a) profit;
- (b) revenue;
- (c) production;

- (d) business;
- (e) contracts;
- (f) opportunities;
- (g) anticipated savings;
- (h) data (subject to clause 6.15.2);
- (i) goodwill;
- (j) reputation;
- (k) use; or
- (ii) indirect or consequential loss or damage; or
- (iii) loss or damage suffered by you as a result of a claim brought by a third party.

6.13.2 Our Liability shall not be limited or excluded by any provision of this Agreement or otherwise to the extent prohibited or limited by law and in particular nothing shall exclude or limit our Liability:

1. for death or personal injury caused by its negligence to the extent prohibited by law; or
2. for fraudulent misrepresentation or other fraud.

6.13.3 Subject to both paragraphs above, our total aggregate liability to you in respect of all claims of any kind arising shall be limited to the greater of £1,000 (One Thousand Pounds Sterling); or a sum equal to 100% of any fees paid by you to us for the software component that caused the damages capped at one year's subscription costs paid.

6.14 Accessibility

6.14.1 Websites and online applications are subject to accessibility standards, you can find out more.

6.15 Backups

6.15.1 Backups of your Database or Website Products **will be scheduled at least once a day**, transported via an encrypted and firewalled connection and stored offsite in a secure facility. We will also update our incremental backup of all your uploaded document and image files at least once per day. Some services that are not part of the core platform may be excluded from this policy.

6.15.2 Where you suffer any loss of or damage to data directly as a result of our act or omission we will use reasonable commercial endeavours to restore the lost or damaged data from the latest backup of such data. That shall be your sole and exclusive remedy for loss of or damage to data under this Agreement.

6.16 Exported data

6.16.1 Certain data records may be exported from the Database Products and Website CMS in .xlsx or .csv format for free, by the user, at any time using the export tools that exist within the Product.

6.16.2 Upon termination, we can at your request provide a quotation to export a full copy of your data including stored data tables, images at the resolutions that we store them and uploaded documents.

6.16.3 You will be required to provide us with the details of an online storage bucket to receive your files.

6.16.4 Exports of this kind must be scheduled around other projects and are charged at our standard hourly rate. Costs will vary depending on the size of the files. There may be an additional charge depending on the storage service that we deliver your data to. For more information, please contact platform@sybilart.com.

6.16.5 Any additional consultation work, following the delivery of your export, will require a new contract to be agreed between you and us.

6.17 Professional conduct

6.17.1 We do not accept unprofessional behaviour from our employees or our clients.

6.17.2 Please report any problem you encounter relating to the behaviour, actions or inactions of our employees. We will investigate any report made and take action which we deem appropriate.

6.17.3 Failure to treat our team with courtesy and respect may lead to a temporary withdrawal of support or insisting we change the contact at your organisation. We reserve the right, in certain cases, to permanently withdraw support or terminate your subscription with us.

6.18 Contractual & legal amendments

6.18.1 The terms and conditions of this Agreement are legally binding. It is not our standard policy to negotiate on these terms. Any requests for legal or contractual negotiation will require work from at least one of our directors and external legal representation. You will be responsible for all costs we incur in dealing with and effecting any request by you to negotiate the terms of the Agreement at our executive hourly rate. For more information contact platform@sybilart.com.

6.19 International Security Measures

6.19.1 We are not liable if the performance of the Products is impacted by security measures enforced by your geographical location.

7. Confidentiality

7.1 Without prejudice to each party's other rights and remedies, each party shall treat as confidential any Confidential Information of the other and shall not divulge such Confidential Information to a third party nor make any use of such Confidential Information (other than in performance of this Agreement) without the other's written consent.

7.2 Nothing in this Agreement shall prevent a party from disclosing Confidential Information:

7.2.1 to those of its officers and employees reasonably required to have the same in order for such party to perform its obligations under this Agreement provided that such party shall procure that such officers and employees comply with the provisions of this clause.

7.2.2 to its solicitors, accountants, surveyors, insurers and other professional advisors under an obligation of confidentiality; and

7.2.3 as is required to be disclosed by a party by an order of any court of competent jurisdiction or in connection with any proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.

7.3 You permit us to make reference to you as a customer of ours in our publicity materials.

8. Data

8.1 The data you add or commission us to import onto your system belongs to you. We shall be entitled to store, copy and use the data to the extent necessary to fulfil our obligations and exercise our rights under this Agreement. We may need to interrogate it or process its data in order to execute a support task or provide features, reports or metrics for your exclusive use. We may also gather generalised information about the size or quantity of data or levels of activity in order to help make sure that we have adequate server resources available. We may use your anonymised data to understand Product usage and market trends. This use will not reveal any information externally to the Sybil Art Business Management Platform Group which can be directly associated to your business. This use may take place during or after the expiry of this Agreement, for any reason whatsoever unless:

8.1.1 a third-party supplier is being used to help us provide your Product, for example:

(a) we use a third-party provider to send emails

(b) we use a third-party provider to create PDF documents from documents generated from the our databases (once created, these documents are immediately deleted from the third-party provider's servers)

(c) we use a third party website analytics provider for website analytics on websites sold as public-facing

OR

8.1.2 in order to provide support to the Products (e.g. investigating queries you have raised, test functionality we have developed for you or that is not yet on general release, or investigating issues that may affect you) where we may also use a third-party supplier;

OR

8.1.3 in order to provide data synchronisation services to third parties that you have specifically requested

OR

8.1.4 if we are required to by law or some legal process

8.2 We will only make copies of your data to provide backup services, for testing or for development work you have requested. Your data will be held only on our servers in secure facilities, our backup servers, or on company owned computers with appropriate security measures in place.

8.3 In order to streamline the uploading and serving of images and documents for the Products we use third-party cloud-based services. Transmission to and from these services is securely encrypted and where possible, the data is encrypted in storage.

9. Termination

9.1 You may terminate your subscription to any of the Products by giving written notice no less than **60 calendar days before the start of the upcoming Billing Period**. Termination will come into effect at the start of the next Billing Period. No refunds will be given for subscription periods already paid for and any unpaid sums will become immediately due and owing on termination of this Agreement.

9.2 We may terminate this Agreement at any time where you suffer an Insolvency Event or a Financial Distress Event.

9.3 We may terminate your access to any or all of the Products at any time, without notice, in the event of non-payment of our invoices in accordance with clause 5.4, for any other breach of this Agreement or a failure by you (in our sole opinion) to comply with applicable laws or where your conduct has or is likely to have a detrimental impact on our reputation.

9.4 You agree that we shall not be liable to you, or any third party, for any termination of your access to the Products.

9.5 Where invoices are not paid within 30 calendar days of the due date but are paid within 90 calendar days of the due date, we can attempt to reinstate an account suspended pursuant to clause 5.4 following the receipt of all outstanding subscription fees and a reactivation fee.

9.6 We may terminate a part or whole Product subscription at our discretion, by giving you no less than 30 calendar days written notice before the start of the upcoming Billing Period. Termination will come into effect at the start of the next Billing Period.

9.7 Upon termination or expiry of this Agreement:

9.7.1 all rights to access and use the Products granted by us under this Agreement and your access to the Products (including access to the Content) shall cease;

9.7.2 we shall issue an invoice in respect of all outstanding charges, and you shall pay such invoice in accordance with clause 5.3;

9.7.3 you may, within ten calendar days of such termination or expiry, request in writing to us a copy of the last available back-up of the Content, and subject to compliance by you with clause 9.6.2, we shall at your expense use our reasonable endeavours to provide such back-up;

9.7.4 upon the expiry of ten calendar days following such termination or expiry, we may destroy any of the Content in our possession.

10. Your Undertakings to Us

10.1 Security

10.1.1 You agree:

(a) to set up and maintain your administrative log-in and all your users' login accounts with relevant privileges.

(b) to accept responsibility for keeping log in details safe and ensuring that passwords are sufficiently strong.

(c) to store your administrative login ID and passwords securely and notify us immediately if you think your administrative login ID and passwords are no longer safe. Users are responsible for all activities which take place when your credentials have been used, whether authorised or not.

(d) that we cannot change your passwords or add or edit user records or change privileges without written authority on letterhead paper from the verified business owner or a verified director.

(e) that we cannot at any time be liable to rectify any malicious or negligent damage by anyone using an authorised login ID and password.

(f) that any work required by us to restore data as the result of a breach caused by you will be chargeable in its entirety at our standard hourly rate. For more information, please contact platform@sybilart.com.

(g) that you may not use another person's user details at any time, without their express permission.

(h) that we reserve the right to withdraw administrative access and suspend your account without notice if suspicious behaviour is detected, including but not limited to a suspected attack on the Products or their integrity.

(i) that your system administrators must make all necessary changes to add, remove and edit user permissions. If an administrator leaves your organisation, it is essential that another user has administrative access to remove their access and set up replacement users.

10.2 System requirements

10.2.1 To ensure that the Products offer full functionality, you agree to use a device, operating system and browser that meet our minimum system requirements outlined. We are not responsible and we have no liability if the Products do not work optimally and data is damaged or lost if you do not adhere to our minimum system requirements.

10.3 DNS Settings

10.3.1 Some of our Products require you to adjust the relevant settings on your domain name system (DNS) registrar account. In these cases, we will provide instructions on which settings need to be changed and how. You are responsible for making these changes. We will delay or revoke your access to these services until you have made the necessary adjustment to your settings.

10.4 Your Obligations

10.5.1 We shall not be in breach of this Agreement and shall not be liable to you in respect of any failure or delay on our part to perform our obligations under this Agreement to the extent that such failure is a result of:

1. a failure or delay by you in performing any of your obligations under this Agreement;
2. any negligent, tortious or unlawful act of you or your personnel; or
3. our complying with any instruction or request by you.

11. Privacy and Data Protection

11.1 Privacy

11.1.1 For information about how we collect, use, share or otherwise process information about you please read our main Privacy Notice or our Privacy Notice for our Database and CMS Users.

11.2 Data Protection

11.2.1 Our Data Protection Addendum sets out your and our obligations in relation to data protection and is hereby incorporated into this Agreement.

11.3 Cookies

11.3.1 All our Products require the setting of cookies to function correctly. You can find a link to our Cookie Policy.

12. Acceptable Use

12.1 Acceptable Use

12.1.1 We allow users to post material on the Products and share that material with other people in person, via email and via hyperlinks to web pages on other hosts. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content.

12.1.2 End users of Products may be exposed to content that they consider to be offensive and/or indecent or report that material published on your Products infringes the law.

12.1.3 We will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Products and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

12.1.4 We will follow up any suspected breach of these General Terms, respond to complaints from end users and cooperate to the fullest extent with any law enforcement agencies.

12.1.5 You warrant and represent to us that the Content, your Products or exports, downloads or printed material from your database or any mailings, or public / private web pages created using the Products and its use by us in accordance with the terms of this Agreement will not breach any laws, infringe any person's Intellectual Property Rights or other rights or give rise to any cause of action against us in any jurisdiction. You will indemnify us and our licensors, directors, officers, employees and subsidiaries at all times against any claims, demands, costs (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by us as a result of any claim arising out of your breach of this clause 12.1.5.

12.1.6 We reserve the right to temporarily or permanently delete or disable your Content for any valid reason including copyright infringement. Deleted Content may be stored by us in

order to comply with certain legal obligations and may not be retrievable by you without a valid court order.

12.2. Material for which you do not own the copyright

12.2.1 We acknowledge that in order to create Content pages on our Products which you can share, you may, from time to time, upload material for which you do not own the copyright. You acknowledge that all Content posted or stored on our Products, whether posted publicly or transmitted privately, is your sole responsibility and you have secured the necessary rights to publish copyrighted material. You agree to indemnify us and our subsidiaries, directors and officers against all legal costs, fines, damages and judgments resulting from legal action regarding any Content pages hosted on our Products.

12.3 Our right to distribute the Content

12.3.1 We do not claim any ownership rights to the Content posted or stored on our Products. However we require your permission to display the Content within our Products. For this reason, you hereby grant to us a non-exclusive, fully paid and royalty-free, worldwide, limited licence to use, modify, delete from, add to, publicly display and reproduce such Content, including without limitation distributing part or all of the Content in any Media formats through any Media channels necessary in order to provide the Products. In the event of any dispute arising over the misuse of such Content, we reserve the right to remove material without warning.

12.4 No agency with third parties

12.4.1 You agree not to use the Products on behalf of others to store, to make or offer to publish material, to make web pages or share Content whether it is for commercial gain or not. Individuals or organisations who have material to store, present, offer or distribute using our services must have their own accounts.

12.5 Misuse of our services

12.5.1 You agree not to use the Products to send any unsolicited messages, commercial or otherwise, in breach of any privacy legislation; post, publish, distribute or disseminate material or information that is defamatory, infringing, threatening, abusive, harassing or unlawful; post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, sexuality, nationality or otherwise; threaten, abuse, disrupt, violate the legal rights (including rights of privacy and publicity) of others; use any information or material in any manner that infringes any copyright, trade mark, patent or other proprietary right of any party; make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another; collect or store personal information about others, including email addresses without user consent; impersonate any person or entity for the purpose of misleading others; violate any applicable laws or regulations; use the Products in any manner that could damage, disable, overburden or impair the Products or interfere with any other party's use and enjoyment of the Products; post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement); attempt to gain unauthorised

access to any of the Products, other accounts, computer systems or networks connected to the Products through hacking, password mining or any other means. We have no obligation to monitor the Products but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these General Terms or is otherwise objectionable.

12.6 Illegal Activities

12.6.1 You agree not to use the Products to offer for sale or to sell anything that we, at our sole discretion, consider to be illegal, fraudulent, stolen, dangerous, subject to export control or in breach of sanctions.

13. Intellectual Property

13.1 The copyright for the Content rests with you, your artists, the writers and the photographers and any third parties from whom material may have been gathered.

13.2 All intellectual property relating to the Products, (including without limitation the design, user experience, software and source code) belongs to us and our licensors and is protected by copyright, trademarks, patents and other intellectual property rights and laws (“Sybil Art Business Management Platform IPRs”). You shall have no rights in relation to the Sybil Art Business Management Platform IPRs other than the limited rights of access and use granted in accordance with this Agreement. If notwithstanding this, any Sybil Art Business Management Platform IPRs are acquired by you (including any new Sybil Art Business Management Platform IPRs), you hereby assign all such Sybil Art Business Management Platform IPRs to us.

13.3 You may not copy, deploy, publish or transmit any HTML files or JavaScript code used in our Products.

13.4 The Product code uses JavaScript and other source code which may be owned by a third party. You do not have the rights to use any material we pre-populate in a new website or in our demonstration systems or support website or email communications. Any feedback or suggestions you offer to us can be used by us without payment, permission or restrictions even after this Agreement is terminated.

14. Scope

14.1 Inclusions

14.1.1 When signing up for any Products, you should confirm that the Products will meet your requirements.

14.1.2 You should not assume that we offer any service or feature that you need without checking in advance that it is included and meets your requirements.

14.1.3 The Product Terms section of this Agreement outlines the inclusions for each of our Products.

14.1.4 Inclusions are subject to change. We will give no less than 30 calendar days’ notice in the event of any changes.

14.2 Exclusions

14.2.1 The following are excluded from the Products unless agreed separately in writing:

1. Group or one-to-one training.
2. Importing material or data entry for the material to your database or website.
3. Translating your Content (or offering automatic translations) for any material or our administration systems into multiple languages, including button names, menus, etc.
4. Relating your website to any external system, shopping cart, mailing list unless by written agreement or relating our various different services together in ways that are not currently demonstrable.
5. Customisation to give users different views and privileges, (e.g. private areas);
6. Any sections, special website pages, forms or functions that have not been discussed and agreed by us in advance.
7. Websites that require customisation to reflect multiple locations.

14.2.2 Exclusions relating to specific Products are outlined in the Product Terms section of this Agreement.

14.2.3 The above exclusions are subject to change. We will give no less than 30 calendar days' notice of any changes.

15. Indemnity

15.1 You agree to indemnify, defend, and hold Sybil Art Business Management Platform, its contractors and its licensors and their respective directors, officers, employees, agents, shareholders, affiliates, and Sybil Art Business Management Platform's other partners harmless from any loss, cost, expense, liability, claim, or demand, including reasonable legal fees, suffered due to, arising out of, or in connection with:

- a. your User Content;
- b. your use of the Services;
- c. any breach by you of these Terms or any person acting in collusion with you;
- d. any breach of applicable law or court order by you; and
- e. any negligence or wilful misconduct by you.

15.2 Dispute Resolution

15.2.1 Compulsory:

- f. If a dispute arises out of or relates to the Terms, neither party may commence any tribunal or court proceedings in relation to the dispute, unless the following clauses 16.2 – 16.5 have been complied with (except where urgent interlocutory relief is sought).

15.2.2 Notice

- g. A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute ('**Notice**').

15.2.3 Resolution

15.2.4 On receipt of that Notice by that other party, the parties must:

15.2.4.1 Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.

15.2.4.2 If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Arbitrators' and Mediators' Institute of Belgium.

15.2.4.3 The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation.

15.2.4.4 The mediation will be subject to the Belgian Mediation Protocol and held in Antwerp, Belgium.

15.3 Confidential

15.3.2 All communications concerning negotiations made by the parties arising out of and in connection with this clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

15.4 Termination of Mediation

15.4.2 If 3 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation, and the mediator must do so.

16 Governing law

16.2 These Terms and your use of the Services will be governed by and must be construed according to the laws applying in Belgium. Subject to the dispute resolution procedures set out in clause 16, each party submits to the non-exclusive jurisdiction of the Courts of Belgium, with respect to any proceedings that may be brought at any time relating to your use of the Services and these Terms.

17 Independent legal advice

17.2 Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

18 Severance

18.2 If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, the remainder of these Terms will remain in force and effect and such invalid, unenforceable or void provisions will be deemed to be modified so as to affect the original intent of these Terms as closely as possible.

19. Force majeure

19.1 Neither we nor you will be liable to the other for any delays or failures in performance or breach of contract due to events or circumstances beyond our or your reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

20. This Agreement

20.1 If any term of this Agreement should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be severed, and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

20.2 Nothing in this Agreement shall be construed as constituting a partnership or agency relationship between you and us.

20.3 This Agreement shall be governed by and construed in accordance with the laws of England, and you hereby submit to the exclusive jurisdiction of the Antwerp, Belgium courts.

20.4 Failure or neglect by us to enforce at any time any of the provisions of this Agreement or any additional agreement shall not be construed nor shall be deemed to be a waiver of our rights nor in any way affect the validity of the whole or any part of our Agreement nor prejudice our rights to take subsequent action.

20.5 Should we choose not to enforce any or all of these conditions this shall not be interpreted as a waiver of any of our rights.

20.6 We reserve the right to update or amend any terms of this Agreement at any time by giving no less than 30 calendar days' notice of any change. Your continued use of our Products following notification of any changes shall be deemed to be your acceptance of such changes. It is your responsibility to keep your contact details up to date on our Subscription Management System in order for us to effectively communicate with you.

20.7 All notifications given under these General Terms shall be given by email. We will give notice to the email address you have provided to us. You may give notice to us by contacting platform@sybilart.com.

20.8 Notices received on a Business Day within Working Hours will be deemed received that day. Notices received outside Working Hours and/or on a day that is not a Business Day will be deemed received on the next Business Day.

20.9 If you think that we have broken this Agreement or have failed to do anything we promised, please contact platform@sybilart.com.

20.10 No variation of this Agreement shall be effective unless and until it is made in writing and signed by each of the parties to this Agreement or on their behalf by duly authorised representatives.

20.11 Save as expressly provided in this Agreement, the rights and remedies provided to us by this Agreement are cumulative and not exclusive of any right or remedy provided by law. No exercise by us of any one right or remedy shall (unless expressly provided otherwise) operate so as to hinder or prevent the exercise by us of any other right or remedy.

20.12 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreements or understandings between them, whether written or oral, with respect to the arrangements contemplated by this Agreement.

Addendum

1. Inventory Database Management Terms and Conditions for Artwork

1.1 Authenticity of Artworks

Only artworks that are verified as genuine and authentic, with clear legal ownership, may be entered into the System. Any attempt to upload or store false, counterfeit, or misrepresented artworks is strictly prohibited and may result in legal action.

1.2 Accuracy of Artwork Details

Users must ensure that all information entered into the System, including but not limited to artist details, artwork provenance, dimensions, materials, and condition, is accurate, complete, and up-to-date. Misrepresentation or falsification of artwork details will result in immediate removal from the System and may lead to legal consequences.

1.3 Legal Compliance

Users are responsible for ensuring that all artworks stored in the System comply with applicable laws and regulations related to intellectual property, cultural heritage, and art trade. This includes compliance with copyright, export/import restrictions, and any necessary permits or certifications.

1.4 Provenance and Ownership

Users must upload valid documentation proving the legal provenance and ownership of each artwork. Only artworks with clear and traceable ownership histories may be stored in the System. Any discrepancies in provenance may result in the artwork being flagged or removed until further investigation.

1.5 Data Integrity

The data entered into the System must reflect the true and factual characteristics of the

artwork. No unauthorized modifications or alterations to the artwork's details are allowed, and any changes must be supported by appropriate documentation.

1.6 Liability for Incorrect or Misleading Information

Users are fully responsible for the authenticity and accuracy of the information they provide. The organization managing the System is not liable for any damages or losses resulting from the submission of false or misleading artwork details. Legal action may be taken against users found to have knowingly provided incorrect information.

1.7 Removal of Unauthorized Artworks

The organization reserves the right to review and remove any artworks or details from the System that do not meet the authenticity and legal requirements outlined in these Terms and Conditions. Users will be notified of such removals and may be required to provide additional proof of authenticity.

1.8 Governing Law and Jurisdiction

These Terms and Conditions are governed by the applicable laws concerning art, intellectual property, and trade within the jurisdiction of the organization. Any disputes arising from the use of the System will be subject to the legal processes of the local courts.

By using the System, users acknowledge that they have read, understood, and agree to comply with these Terms and Conditions, ensuring that only real and authentic artworks with accurate and legally verified details are stored.

2. Registration, Passwords and Signatures

2.1 Account Registration and Access to the Platform

Access to the platform is not automatically granted upon registration. To request access, the user must complete the online account creation form and provide all requested information, including but not limited to personal, business, and financial details as required by the platform. By submitting the request, the user acknowledges and agrees that all provided information will be subject to a thorough review under our Know Your Customer ("KYC") and anti-fraud compliance procedures.

As part of this process, we may request additional documentation or details to verify the identity and legitimacy of the user or the business entity they represent. Failure to provide the requested information or documentation within a specified time may result in delays or denial of access to the platform.

In addition to providing the necessary information, users must agree to comply with the **Sybil 2.2 Art Business Management Code of Ethics and Conduct**, which sets forth the standards and ethical guidelines expected of all platform users. Any breach or non-compliance with the Code of Ethics and Conduct may result in suspension or denial of access to the platform, even after KYC approval.

Upon successful completion of the KYC and fraud checks, and confirmation of compliance with the Sybil Art Business Management Code of Ethics and Conduct, the user will be notified whether their access request has been approved or denied. We reserve the right, at our sole discretion, to grant or deny access to the platform based on the outcome of these checks,

without providing any specific reason for denial. The platform further reserves the right to refuse access in cases where any discrepancies, incomplete information, or fraudulent activities are identified.

By submitting the account creation request, the user agrees to these terms and acknowledges that the platform may use third-party services to conduct the KYC and fraud-check process in accordance with applicable data protection laws.

2.3 In consideration of your use of the Web Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form that you may fill out on any Web Site (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or the Company has grounds to suspect that such Registration Data is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Web Site (or any portion thereof).

2.3 You may receive a password and/or account designation, or a digital signature upon completing the registration process on the Company's Web Site. You are responsible for maintaining the confidentiality of any such password, digital signature and account, and are fully responsible for all activities that occur under your password, digital signature or account. You agree to (a) immediately notify the Company of any unauthorized use of your password, digital signature or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph.

2.4 We do not knowingly collect Personal Information from children under the age of 13 through the Web Site. If you are under 13, please do not give us any Personal Information. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children to never provide Personal Information through any website without their permission. If you have reason to believe that a child under the age of 13 has provided Personal Information to us, please contact us, and we will endeavour to delete that information from our databases.

3. Third-Party Escrow Service and KYC Compliance

3.1 By using the platform, the user acknowledges and agrees that all financial transactions facilitated through the platform will involve a third-party escrow service. The escrow service is employed to ensure the security and integrity of transactions, providing protection for all parties involved. The escrow service will act as a neutral third party, holding funds until the agreed-upon terms of the transaction have been fulfilled by all parties.

3.2 As part of the transaction process, the user further acknowledges that the third-party escrow service will receive and process certain business and personal details for Know Your Customer ("KYC") and fraud compliance purposes. This information will be used to verify the identities of all parties involved and to ensure compliance with applicable anti-fraud and

anti-money laundering regulations. The user agrees to provide accurate and complete information for these purposes and understands that failure to do so may result in delays, denial of service, or cancellation of the transaction.

3.3 The use of the escrow service is mandatory for all transactions conducted through the platform. The platform is not responsible for the actions, decisions, or performance of the third-party escrow service. However, reasonable efforts will be made to ensure that the escrow service complies with industry standards and legal requirements. Any disputes regarding the release of funds from escrow will be resolved in accordance with the terms and conditions of the escrow service provider.

3.4 By engaging in any transaction on the platform, the user agrees to be bound by the terms and conditions of the third-party escrow service and acknowledges that failure to comply with those terms may result in delays or forfeiture of funds.

4. Code of Art Business Conduct and Ethics (Extract for Terms and Conditions)

Members in the art community are required to maintain the highest standards of professionalism and integrity and following the Sybil Art Business Management **Code of Art Business Conduct and Ethics**.

The key points include:

4.1 Accurate Representation: Artworks offered for sale must be accurately described, with details about the artist, medium, dimensions, and condition provided to the buyer.

4.2 Authenticity Verification: Members must exercise due diligence in verifying the authenticity of the artworks and ensure they are not knowingly buying, selling, or exhibiting inauthentic or stolen works.

4.3 Consignment Responsibilities: When acting on behalf of consignors or artists, Members must uphold fiduciary duties, enter written agreements detailing terms, and provide timely and accurate payments.

4.4 Professional Relations: Members must respect other dealers, act transparently in consignments, and promote the artist's best interests, fostering trust within the industry.

This condensed code reinforces the commitment to ethical business practices, fair dealings, and safeguarding the integrity of the art market.