

Terms of Use

Effective Date: 17 October 2024

1. Overview

1. 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 Limited and all Related Companies of Sybil Art Business Management - Platform Limited (**'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.
2. 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.

2. Changes to Terms

1. We reserve the right to modify, supplement, or replace these Terms. Any modified, supplementary, or replacement Terms (**Amendments**) will be effective upon posting on the Services or otherwise notifying you.
2. If any Amendments occur, Sybil Art Business Management - Platform may without limitation provide you with notice of such changes in any of the following ways:
 - a. via email; and/or
 - b. by posting a change notice on the Services for a reasonable period of time.
3. You are responsible for reviewing any Amendments.
4. By continuing to access, use, or download in any way any service or resources from Sybil Art Business Management - Platform following notice of a revision to the Terms, you acknowledge and agree to be bound by the Terms as revised under the Amendments.
5. These Terms were last updated on 17 October 2024.

3. Definitions

1. In these Terms, unless the subject matter or context otherwise requires, the following words and expressions will have the following meaning:
 - a. **Account** has the meaning given in clause 4.3;
 - b. **Amendments** has its meaning in clause 2.1;

- c. **Contacts** means any persons with whom you communicate with when using the Services or invite to access the Services, including any collaborators (as defined in clause 6.13a), artists (as described in clause 6.14) or potential customers;
- d. **Copyright Act** means the Copyright Act 1994, together with any equivalent law in any jurisdiction relevant to your use of the Services;
- e. **Dispute** or **Disputes** have their meaning in clause 16.2;
- f. **Force Majeure Event** means the occurrence of an event beyond our control, including:
 - i. significant failure of a part of the power grid;
 - ii. significant failure of the internet;
 - iii. computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility;
 - iv. war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts;
 - v. natural disaster (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions, high or low water levels;
 - vi. nuclear or other industrial accident causing environmental pollution or contamination; or
 - vii. change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in any jurisdiction or territory relevant to the Services, which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time.
- g. **Intellectual Property Rights** means all existing and future rights conferred by statute, common law or equity in or in relation to any copyright, design, trade mark or patent or any rights to register such rights or any know-how or trade secrets, whether created before or after these Terms. **Intellectual Property** has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property;
- h. **Materials** has the meaning given in clause 9.1;
- i. **Notice** has the meaning given in clause 16.2;
- j. **Personal information means** information about an identifiable, living person, and includes personal data, personally identifiable information and equivalent information under applicable privacy and data protection laws;

- k. **Platform** means the Services, including 'Portfolio' and 'Private Room' sections on the Website for your Account and/or any social media page operated by or on behalf of Sybil Art Business Management - Platform to communicate with you and the public, and includes without limitation social media pages such as Facebook, Twitter (X), Google+ and Instagram;
- l. **Services** has the meaning given in clause 1.1;
- m. **Stripe** has the meaning given in clause 7.1;
- n. **Subscription** has the meaning in clause 4.1;
- o. **Subscription Fee** has the meaning in clause 4.1;
- p. **Subscription Period** has the meaning in clause 4.6;
- q. **Terms** means these Terms of Use, as amended from time to time;
- r. **User Content** means any data, content or information (including personal information) uploaded by you to the Services, including to any Platform;
- s. **Website** the current version, as at the date of these Terms, of the 'Sybil Art Business Management - Platform' website www.platform.sybilart.com, which provides cloud-based software-as-a-service, together with future upgrades of such version of the site.

4. Subscription to use the Services

1. In order to access the Services, you must first purchase a subscription through the Website ('**Subscription**') and pay the applicable fee for the selected Subscription ('**Subscription Fee**').
2. In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
3. Once you have purchased the Subscription, you will then be required to register for a personalised account through the Website ('**Account**') before you can access the Services.
4. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - a. an email address; and
 - b. art business related information.
5. You warrant that any information you provide to Sybil Art Business Management - Platform in the course of completing the registration process will be accurate, correct and up to date.

6. Once you have completed the registration process, you will be a registered user of the Website and you will be granted immediate access to the Services from the time you have completed the registration process until the specified subscription period (the '**Subscription Period**') expires.
7. You may not use the Services and may not accept the Terms if:
 - a. you are not of legal age to form a binding contract with Sybil Art Business Management - Platform; or
 - b. you are a person barred from receiving the Services under the laws of Belgium or any other jurisdiction that applies in connection with your use of the Services.

5. Your obligations

1. You agree to only use the Services for purposes that are permitted by:
 - a. the Terms; and
 - b. any applicable law, regulation or generally accepted practices or guidelines in Belgium or other jurisdiction that applies in connection with your use of the Services.
2. Your Account is personal to you and may only be used by you. The access we grant you to the Services is not transferable.
3. You are solely responsible for protecting the confidentiality of your password and/or email address and are responsible for any and all activities that occur under your Account. Use of your Account by any other person may result in the immediate cancellation of the Services.
4. Any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Sybil Art Business Management - Platform of any unauthorised use of your password or email address or any breach of security of which you have become aware.
5. You are solely responsible for managing your Contact invitations to your Private Room for your Account on the Website, including granting and revoking access to other users of the Services to these sections of your Account.
6. You will not use the Services in connection with any commercial endeavours except for the sale of your artwork exhibited through the Services and those that are specifically endorsed or approved by the management of Sybil Art Business Management - Platform.
7. You will not use the Services for any illegal and/or unauthorised use which includes collecting email addresses of other users of the Services by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website.
8. You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in

termination of your access to the Services. Appropriate legal action will be taken by Sybil Art Business Management - Platform for any illegal or unauthorised use of the Services.

9. You acknowledge and agree that any automated use of the Services is prohibited.

6. Your conduct and User Content

1. You must only use the Platforms to post lawful and benign User Content.

2. Where you upload User Content to a Platform, you grant Sybil Art Business Management - Platform a non-exclusive, royalty-free, worldwide and transferable right and licence to use, copy, store, modify, make available and communicate the User Content as necessary to provide and promote the Services and Platform.

3. Sybil Art Business Management - Platform takes no responsibility for, and does not endorse any comments made by you, the public, other users or any third party on or via the Platforms. Sybil Art Business Management - Platform does not make any warranty in regard to any communications made by you and/or any third party through the Platforms, and no liability is accepted by Sybil Art Business Management - Platform for any statements, opinions, posts, comments, links or similar communicated through the Platforms.

4. In each instance when you upload User Content to or via the Platforms, you:

a. represent and warrant (and can demonstrate if requested) to Sybil Art Business Management - Platform that you have all right, title, interest and authority in the User Content which is necessary to grant the licence set out in clause 6.2;

b. represent and warrant (and can demonstrate if requested) to Sybil Art Business Management - Platform that you have the permission in the manner contemplated by these Terms to use the name and likeness of each person whose image appears in any User Content;

c. represent and warrant to Sybil Art Business Management - Platform that the use or exploitation of User Content by Sybil Art Business Management - Platform and/or any other user of the Services or Platform will not infringe the rights of any third party (such rights which may include, but are not limited to, Intellectual Property and privacy rights); and

d. agree and undertake to Sybil Art Business Management - Platform to pay all amounts which become owing to any person (whether by way of royalty or otherwise) as a result of or in connection with your submission of the User Content to or via the Platforms.

5. The:

a. licence granted under clause 6.2; and

b. warranties and undertakings provided under clause 6.4,

survive the termination of these Terms.

6. You must not add any User Content to the Platforms:

- a. unless you hold all necessary rights, licences and consents to do so;
- b. that would cause you and/or Sybil Art Business Management - Platform to breach any law, regulation, rule, code or other legal obligation;
- c. that is or could reasonably be considered to be, or that promotes activities that could be, defamatory, false, malicious, misleading, disparaging, obscene, offensive, inappropriate, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, profane, in breach of confidence, in breach of privacy or harassing;
- d. that is or has the potential to defame, mock and/or bring into disrepute Sybil Art Business Management - Platform, the Services and/or the Platform;
- e. that infringes the rights of any person;
- f. that you know (or ought reasonably suspect) is false, misleading, untruthful or inaccurate;
- g. that solicits personal information, passwords or personally-identifying information of other users through the Services;
- h. that publicly posts information that poses or creates a privacy or security risk to any person;
- i. that includes information about another person that you have posted without that person's consent;
- j. that contains unsolicited or unauthorised advertising (including junk mail or spam);
- k. that involves commercial activities and/or sales without prior written consent from Sybil Art Business Management - Platform, such as contests, sweepstakes, bartering, advertising, or pyramid schemes; or
- l. that contains computer or software viruses, files, programs or the like that are designed to:
 - i. disrupt, damage, or otherwise interfere with the ordinary functionality of any software, hardware or telecommunications; or
 - ii. obtain unauthorised access to any system, information or security device.

7. You are entirely responsible for the composition of, and any harm resulting from, your User Content, regardless of the form of such User Content.

8. In using the Service, you must:
 - a. not interfere with, disrupt or create any undue burden on the proper working of the Services, any activities conducted via the Services or the networks or services connected to the Service;
 - b. not use automated programs or devices of any kind, including not use any automated or manual software or process to “crawl”, “spider” or engage in similar conduct in relation to the Services;
 - c. not reverse engineer or otherwise seek to obtain any source code forming part of the Services;
 - d. abide by all laws (whether local, state, national or international) that apply in connection with your use of the Services;
 - e. not engage in any criminal or tortious activity or use the Service in a manner inconsistent with any and all applicable laws and regulations;
 - f. not circumvent or modify, attempt to circumvent or modify, or encourage or assist any other person in circumventing or modifying any security technology or software that is part of the Services;
 - g. not impersonate or attempt to impersonate another user, person or entity, including using the account, username, or password of another user at any time, or disclose your password to any third party, or permit any third party to access your account;
 - h. not use any information obtained from the Platform in order to harass, abuse, or harm another person or entity, or in order to attempt to do so;
or
 - i. not engage in any automated use of the system, such as, but not limited to, using scripts to create, read or modify User Content.
9. You must comply with all applicable privacy and data protection laws when using the Services. When you add Contact information, you must collect and document all permissions required to lawfully transfer and record your Contacts’ data and personally identifiable information to your Sybil Art Business Management - Platform account and other Sybil Art Business Management - Platform Services. When you communicate with Contacts via the Services, you must comply with all laws and regulations applicable to the communications you send, including certifying that:
 - a. you have acquired prior consent to lawfully send them communication,
 - b. the content of the communications are lawful and appropriate to the Contact, and
 - c. your Contacts have been provided with notices and you have obtained all necessary consents to allow Private Room activities to be tracked.

We may direct any data subject access requests we receive from your Contacts made under applicable privacy and data protection laws to you, to which you must respond to accordingly. Alternatively, if required by law, we have your authorisation and we may, respond to such requests on your behalf.

10. To the extent User Content contains personal information you acknowledge and agree that, in collecting, holding and processing that information through the Services, we are acting as your agent and/or as a data processor and/or as a service provider for the purposes of applicable privacy and data protection laws.
11. Sybil Art Business Management - Platform reserves the right to investigate and take appropriate legal action against anyone who, in Sybil Art Business Management - Platform's sole discretion, breaches clauses 6.1 – 6.9, including without limitation, removing any offending User Content that it identifies from the Platform.
12. You agree that we may store User Content (including any personal information) in secure servers in Europe and the United States and may access that User Content (including any personal information) in Europe and the United States from time to time.
13. Collaborators:
 - a. Collaborators are other users, generally your staff, who you can specifically invite to access, add, edit and delete data in your account.
 - b. You must have consent from collaborators prior to inviting them to access your account. Collaborators must also accept our Terms of Use and Privacy Policy prior to using their account.
14. Artist Portals:
 - a. Artist Portals allow artists to submit their artworks to your account.
 - b. You must have consent from artists prior to inviting them to access your account's Artist Portals. All artists must accept our Terms of Use and Privacy Policy prior to using their account.
 - c. You must notify artists and obtain their consent regarding their artwork submissions to you, which are final and include transfer of their artwork data (including images) to your account.
15. Sybil Art Business Management - Platform reserves the right to terminate your Account in the event you breach this clause 6.
16. The Sybil Art Business Management - Platform members, managers, shareholders, directors, officers, employees, agents, affiliates, licensors, and other partners may operate their own social media pages, and any opinions, posts, comments, likes, links or similar are their own and not sanctioned by, nor represent the opinion of, Sybil Art Business Management - Platform.
17. You acknowledge and agree that:

- a. we may use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights.
- b. our rights under clause[s] 6.17a(ii) [and iii] above will survive termination or expiry of these Terms; and
- c. title to, and all Intellectual Property rights in, Analytical Data is and remains our property.

7. Payment

1. All payments made in the course of your use of the Services, including the Subscription Fee, must be made by way of:
 - a. Credit card payment via Stripe.com ('**Stripe**'); or
2. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their respective websites
3. You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with payment of the Subscription Fee.
4. You agree and acknowledge that Sybil Art Business Management - Platform can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

8. Refund policy

1. Sybil Art Business Management - Platform will only provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if Sybil Art Business Management - Platform makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by you.

9. Intellectual Property

1. The materials used and displayed on the Services by or on behalf of us, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, names, logos and trade marks, button icons, video images, audio clips, code, scripts, design elements and interactive features made available on the Services ('**Materials**') are protected by copyright, trade mark and other Intellectual Property laws, unless expressly indicated otherwise on the Services.
2. Sybil Art Business Management - Platform, the Sybil Art Business Management - Platform logo, sybilart.com and all other trademarks, service marks and trade

names used in connection with the Services are owned and/or registered by Sybil Art Business Management - Platform (or used under licence by us). Any trade marks other than Sybil Art Business Management - Platform's trade marks appearing on the Services are the property of their respective owners.

3. You must not modify, copy, reproduce, republish, frame, download onto a computer, provide to a third party, post, transmit or distribute the Materials or Sybil Art Business Management - Platform's trade marks in any way except as expressly provided for in these Terms or with our express prior written consent.
4. Sybil Art Business Management - Platform grants to you a worldwide, non-exclusive, royalty-free, revocable license during the paid Subscription Period for your Account to:
 - a. use the Services pursuant to the Terms;
 - b. copy and store the Website and the material contained in the Website in your device's cache memory; and
 - c. print pages from the Website for your own personal and non-commercial use.
5. Sybil Art Business Management - Platform does not grant you any other rights whatsoever in relation to the Intellectual Property comprised in the Materials and Services, except those granted in accordance with clause 9.4. All other rights are expressly reserved by Sybil Art Business Management - Platform.
6. Sybil Art Business Management - Platform retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Services will transfer any:
 - a. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright; or
 - b. right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - c. thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
7. You may not, without the prior written permission of Sybil Art Business Management - Platform and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms.

10. Privacy

1. Sybil Art Business Management - Platform takes your privacy seriously and any information provided through your use of the Services are subject to Sybil Art Business Management - Platform's Privacy Policy, which is available on the Website.

11. Service interruption disclaimer

1. With current technology, it is not possible to develop and operate websites, computer programs (software) and data processing systems (hardware) entirely without error, or to rule out any unpredictable events in connection with the internet. Sybil Art Business Management - Platform, therefore, provides no guarantee for the constant and uninterrupted availability of the Services and other technical systems.
2. We are not liable for any damage incurred by you or third parties from using the Services. In particular, we are not liable for:
 - a. any loss or damage that occurs due to an attempt to use or access the Services not being:
 - i. received by Sybil Art Business Management - Platform;
 - ii. received promptly; or
 - iii. considered as a consequence of technical errors; and/or
 - b. any other costs incurred by you due to a system outage.
3. For the purpose of clause 11.2, a system outage has occurred if there is an interruption or failure in the supply of the Services due to an unforeseeable disruption in a system.

12. Content disclaimer

1. Sybil Art Business Management - Platform has not reviewed, and cannot review, all User Content posted to the Services, and cannot therefore be responsible for the content, use or effects of such User Content. By operating the Service, Sybil Art Business Management - Platform does not represent or imply that it endorses the User Content, or that it believes such User Content complies with these Terms.
2. The information and Services made available by Sybil Art Business Management - Platform may contain inaccuracies or typographical mistakes or other errors.
3. Sybil Art Business Management - Platform will not be responsible for any opinions, views, advice, or statements posted on the Services (including, without limitation, in any public posting areas of the website) by any person or entity other than an authorised Sybil Art Business Management - Platform spokesperson. Advertisers, content providers, users, guests, independent writers, and experts are not authorised Sybil Art Business Management - Platform spokespersons. At no time should the opinions, views, advice, or statements provided by advertisers, content providers, users, guests, independent writers, or experts be relied upon for important personal decisions without independent verification.

4. Sybil Art Business Management - Platform disclaims any responsibility for any harm resulting from the use by users of the Service and from any downloading by those users of User Content.
5. The Services may contain links to websites operated by third parties, and these sites may likewise contain links to other websites. These links are provided strictly for your convenience and do not constitute an endorsement or approval of these websites. We have not reviewed, and cannot review, and assume no liability whatsoever for, the content of external links accessed via the Services or these third-party websites. Sybil Art Business Management - Platform disclaims any responsibility for any harm resulting from your use of third party websites and webpages and the content, protection, or privacy guidelines of such sites and pages.

13. General disclaimer of warranty and liability regarding use of the Services

1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Belgium Consumer Guarantees or any other consumer protection law (or any liability thereunder) which by law may not be limited or excluded.
2. Subject to the application of any relevant consumer law described in clause 13.1, and to the maximum extent permitted by law, Sybil Art Business Management - Platform excludes all of its liability (and that of its officers, directors, employees, agents) to you arising from or in connection with these Terms and your use or inability to use the Services, whether in contract, tort (including, without limitation, negligence), in equity, under statute, under indemnity or arising from statutory or implied conditions and warranties, including (but not limited to) direct damages, any loss of revenue, profits, custom, reputation or goodwill, any indirect, incidental or consequential loss, any loss-of-use damages or additional expenses incurred, or any special, exemplary, or punitive damages.
3. Where any law or statute applies to these Terms, any term, condition or warranty, and such Act, law or statute avoids or prohibits a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, then such term, condition or warranty will be deemed to be included in these Terms. However, the liability of Sybil Art Business Management - Platform for any breach of such term, condition or warranty will be limited, at the option of Sybil Art Business Management - Platform to:
 - a. the supply of the Services; or
 - b. the payment of the cost of having the Services supplied again.
4. You agree that use of the Services is at your own risk. Everything on the Services is provided to you "as is" and "as available" without warranty or condition of any kind as to the operation of the Services or its security. Neither Sybil Art Business Management - Platform nor any of its affiliates, directors, officers, employees, agents, contributors and licensors warrant that any and all applications, software and websites affiliated with Sybil Art Business

Management - Platform, including, but not limited to, the Services, will be uninterrupted, error-free, or free of viruses, worms, trojan horses, keyboard loggers, spyware, adware, malware, harmful or malicious code, or other defects, or make any express or implied representation or warranty about the Services (including the products or services of Sybil Art Business Management - Platform through the Website).

5. The limitation of liability in this clause 13 will apply without limitation to loss or damage you might suffer as a result of any of the following:
 - a. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - b. the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - c. costs incurred as a result of you using the Services or any of the products of Sybil Art Business Management - Platform; and
 - d. the Services or operation in respect to links which are provided for your convenience.

14. Termination

1. The Terms will continue to apply until terminated by either you or by Sybil Art Business Management - Platform in accordance with this clause.
2. If you want to terminate the Terms, you may do so by:
 - a. not renewing the Subscription prior to the end of the Subscription Period;
 - b. providing Sybil Art Business Management - Platform with 1 day's notice of your intention to terminate; and
 - c. closing your accounts for all of the services which you use, where Sybil Art Business Management - Platform has made this option available to you.
3. Your notice should be sent, in writing, to Sybil Art Business Management - Platform via the 'Contact Us' link on the Website. You may also cancel your Subscription from within the Settings / Billing feature of the Platform.
4. Sybil Art Business Management - Platform may at any time, terminate the Terms with you if:
 - a. you do not renew the Subscription at the end of the Subscription Period;
 - b. you have breached any provision of the Terms or intend to breach any provision;

- c. Sybil Art Business Management - Platform is required to do so by law;
or
 - d. the provision of the Services to you by Sybil Art Business Management - Platform is, in the opinion of Sybil Art Business Management - Platform, no longer commercially viable.
5. Sybil Art Business Management - Platform, in its sole discretion, reserves the right to discontinue, cancel, suspend, restrict or deny your access to all or any portion of the Services and/or delete, edit or remove the relevant User Content without notice if: you breach any provision of the Terms; you breach any applicable law; your conduct impacts Sybil Art Business Management - Platform's name or reputation adversely; you violate the rights of any other party through your use of the Services; you are found to be intentionally misusing the Services; or you have transmitted, inputted or stored any User Content that breaches or may breach these Terms or any third party right (including Intellectual Property rights and privacy rights), or that is or may be objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way, incorrect or misleading.
6. You agree that if you have breached these Terms, we may take any action reasonably necessary to protect Sybil Art Business Management - Platform's legitimate interests and/or recover from you any costs incurred as a result of your breach.

15. Indemnity

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.

16. Dispute Resolution

1. Compulsory:
- a. 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).

2. Notice

- a. 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**').

3. Resolution

- a. On receipt of that Notice by that other party, the parties must:
 - i. 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.
 - ii. 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 or his or her nominee.
 - iii. 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.
 - iv. The mediation will be subject to the Belgian Mediation Protocol and held in Antwerp, Belgium.

4. Confidential

- a. 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.

5. Termination of Mediation

- a. 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.

17. Governing law

1. 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 Antwerp, Belgium, with respect to any proceedings that may be brought at any time relating to your use of the Services and these Terms.

18. Independent legal advice

1. 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.

19. Severance

1. 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 effect the original intent of these Terms as closely as possible.

20. Force Majeure

1. To the extent that a party's delay or inability to perform an obligation under these Terms is due to the existence of a Force Majeure Event, the affected obligations of that party under these Terms will be suspended until the end of that Force Majeure Event. A party must take all reasonable steps to minimise any disruption caused by a Force Majeure Event and to resume the performance of its affected obligations as soon as practicable following the Force Majeure Event.

21. General

1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
2. Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by it.
3. Any failure by us to act with respect to a breach of these Terms by you or others does not constitute a waiver of our right to act with respect to that breach or subsequent similar or other breaches.
4. You may not assign or delegate any rights or obligations under these Terms. We reserve the right to assign or delegate all rights and obligations under these Terms without notice to you.
5. Any complaints relating to your use of the Service should be directed to us via the contact information on the Website.

From inventory management to marketing tools, Sybil Art Business Management - Platform and the companion mobile app enables you to stay organized, sell more and free up your time to do more of the things you love.