

General Terms & Conditions Art Heroes



Stylist programme - 15 December 2022





1. Definitions

In these general terms and conditions the following words have the following meanings:

- a. Customer: the buyer of a work at Art Heroes;
- b. Written: all written communication, the sender of which can be identified with sufficient certainty;
- c. Stylist: the natural person in pursuit of a profession or business or the legal entity, that has an contract with Art Heroes;
- d. Art Heroes, registered with the Chamber of Commerce under number 54387450, user of these general terms and conditions;

2. Applicability

- a. These general terms and conditions apply to all offers by Art Heroes and all contracts and other legal relationships between Art Heroes and the Stylist.
- b. Applicability of the Stylist's general terms and conditions is expressly excluded.
- c. These general terms and conditions may only be deviated from if Art Heroes and the Stylist have agreed to this In Writing.
- d. If any provision of these general terms and conditions proves to be null and void or if a situation is not described in these general terms and conditions, the provision in question will be replaced or the situation will be interpreted, in the spirit of these general terms and conditions.
- e. Art Heroes may amend or supplement these general terms and conditions in the interim. Art Heroes will notify the Stylist of this In Writing at least one month before the commencement date.

3. Commencement and term of the contract

- a. The contract will commence at the moment the Stylist has been accepted for the partner programme by Art Heroes.
- b. Stylists who are not registered with the Chamber of Commerce will not be accepted for the partner programme, or may be removed from the partner programme without any notice period.
- c. Either the Stylist or Art Heroes may terminate the contract at any time. The Stylist reserves the right to obtain payment of fees earned by the Stylist up to the date of termination.



4. Partner programme and account

- a. The Stylist will be admitted to the Art Heroes partner programme if they meet the conditions of Art Heroes. Art Heroes decides whether or not to admit a Stylist to the programme.
- b. The Stylist must in any event be registered with the Chamber of Commerce and must create and maintain an account on the Art Heroes website, including a short biography, portrait photo and possibly a link to the website.
- c. The Stylist's account is public. Art Heroes may share the content of the account, with the exception of login details and financial data, on its website and social media channels and may share it directly with Customers. Third parties may distribute links to the public part of the Stylist's account.
- d. The Stylist is responsible for providing correct and complete information, including but not limited to contact details and account number.
- e. The Stylist is obliged to keep the information in the account up to date and use a secure password. Additionally, the Stylist may not share login details with third parties.
- f. The Stylist is obliged to communicate to its Customers what information it provides about them to Art Heroes, for example in the privacy statement.

5. Discount, Commission and Payment

- a. The Stylist receives a fixed percentage in commission on the sales price excluding VAT if the purchase is made through the Art Heroes website. The commission applies with regard to the prices stated on the Art Heroes website at the time of sale.
- b. If a Customer does not make a purchase through the Stylist's URL or discount code directly from the Art Heroes website, Art Heroes may negotiate the sales price and adjust Stylist's commission accordingly.
- c. In order to qualify for a commission on a Customer's purchase of a work from Art Heroes without using a Stylist URL or discount code, the following conditions must be met:
 - i. There must be a direct connection between the Stylist's recommendation to such Customer and the purchase of a work from Art Heroes;



- ii. The Customer's purchase must be made within 12 months after the Stylist's recommendation; and
- ii. The Stylist must provide Art Heroes with the name and e-mail address of the Customer. Art Heroes checks whether this person has purchased a work from Art Heroes in the last 6 months before submitting the data. The Stylist may provide details of Customers to Art Heroes several times for verification purposes.
- d. Art Heroes provides the Stylist with a monthly statement of the fees to which the Stylist is entitled. The Stylist sends Art Heroes an invoice for this, at the latest by the 15th day of the month following the month in which Stylist received the statement. Art Heroes will pay the invoice within the payment term specified on the Stylist's invoice, provided that this term is not less than 14 days after the invoice date.
- e. Art Heroes will also give the Stylist a personal discount code or another option to purchase works from Art Heroes at a discount. If the Stylist makes use of this, they will be deemed to be a Customer of Art Heroes and the General Terms and Conditions of the Dutch Homeshopping Association (Nederlandse Thuiswinkel Organisatie) will apply, as published on the Art Heroes website.

6. Suspension and Complaints

- a. Art Heroes is authorised to suspend the performance of all its obligations, including the performance of the work and the payment of commissions, if the Stylist does not comply with the underlying general terms and conditions, until such time that the Stylist does comply with them.
- b. Art Heroes is not liable for any loss, of whatever nature, on the part of the Stylist, arising from a suspension.
- c. Complaints about a credit invoice must be made In Writing and within 14 days of the invoice date, on pain of forfeiture of rights.

7. Copyright and Intellectual Property



- a. Art Heroes provides the Stylist with image materials and mock-ups. The Stylist may use these image materials and mock-ups, as described in this clause, for as long as there is a contract between Art Heroes and the Stylist.
- b. The Stylist must mention Art Heroes when using image materials and mock-ups.
- c. The Stylist may only use the image material in low resolution, so that it is not possible for third parties to print the image material published by the Stylist in medium or large size.
- d. The image material may not be edited or otherwise modified outside of the platform, including modifications of the proportions.
- e. The Stylist may not use image material and/or mock-ups in such a way or combine them with other works or use them in a context in which they infringe upon any third party's intellectual property rights.
- f. During the term of the contract and for as long as it participates in the partner programme, the Stylist may display the Art Heroes logo in order to show to third parties that it participates in the partner programme.

8. Liability

- a. Art Heroes is only liable to the extent that the liability is based on a legal or contractual attributable failure.
- b. Art Heroes cannot be held liable for the composition of the collection within Art Heroes. Artists may add or remove works at any time.
- c. The liability of Art Heroes is limited to the amount of commission accrued and not yet paid up to that date, with a maximum of 6 months.
- d. The liability is limited to direct loss, unless there is intent or gross negligence. Art Heroes is explicitly not liable for indirect loss, consequential loss, lost profit or any other type of loss.
- e. Art Heroes is not liable for any failures, including failures of third parties, to the extent that these can be attributed to circumstances that are at the risk and expense of the Stylist and/or third parties.
- f. The Stylist is liable for any loss incurred by Art Heroes in the event that the Stylist fails to comply in time or in full with the provisions of these general terms and conditions or otherwise acts unlawfully, causing Art Heroes to incur a loss.
- g. The Stylist indemnifies Art Heroes against any third-party claims, of whatever nature and for whatever reason.



9. Final provisions

- a. These general terms and conditions, as well as any contract between Art Heroes and the Stylist are governed by Dutch law.
- b. These general terms and conditions will remain in force in the event of a change in either party's name, legal form or ownership.
- c. In the event of invalidity or nullity of one of the provisions of these general terms and conditions, the other provisions will remain in full force.
- d. Any dispute between the Stylist and Art Heroes, which may arise as a result of or in connection with the performance of a contract between the parties, will be submitted to the competent court in the Netherlands.

