

Terms and Conditions of Use for Exhibitors

1. General

The **museum of art** is operated by museum of art UG, Tulpenweg 19, 45133 Essen, Germany, and is represented by the general manager Guido Grewe. Exhibitors may be legal or natural persons.

The **museum of art** offers artists, collectors, gallery owners or museums (exhibitors) an internet presence to exhibit digital pictures and photographs of works of art, to search for them and - if desired - to provide a means of making contact. Exhibitors retain all rights to their pictures. We would like to point out that selling or brokering works of art does not form part of our services.

The service and use of the **museum of art** is free of charge.

We are delighted that you are exhibiting your works of art in the **museum of art**. To ensure appropriate arrangements for you (the Exhibitor) and for us (**museum of art**), the following terms and conditions of use and programme guidelines apply. Exhibiting in the **museum of art** is conditional upon your consent to these rules. By registering you make a binding statement that you have read and understand these terms and conditions and our programme guidelines and that you agree to be bound by them. These terms and conditions shall apply exclusively. Any terms and conditions that differ from these will not be accepted or recognised even if we are aware of them or we have not expressly objected to them.

2. Registration

To set up your exhibitions you need to **register** with the **museum of art**. Only natural persons over the age of majority with the capacity to enter into legally binding relations may register. When setting up a user account you must enter your real name or your company name. In the **museum of art privacy statement** you will find information on the protection of your personal data.

By sending your registration, a contract is entered into between you and the **museum of art**. Registration can only be submitted and transmitted if you have accepted these terms and conditions of use.

There is no right to registration. We reserve the right to make registration conditional upon full verification of your details. The complete and correct transmission of your personal data is a requirement for registration. Irrespective of these terms and conditions, we do not assume any liability for the completeness or correctness of the data submitted by you. You can delete your user account at any time.

3. Rights and duties of the exhibitor

Once your registration has been successfully completed, you will receive a non-transferable authorisation to use the museum's platform for your own purposes in compliance with these terms and conditions, the service functions available and the user interfaces. Any use other than for the intended purpose or any improper use of our software, services and databases is not permitted nor is the copying, changing or selling of parts of our services.

As the exhibitor you have a duty to give true and accurate details when registering. You are not permitted to enter data from any third party. Moreover, you shall undertake to check your details regularly and to update them as necessary.

You shall undertake to use the services of the [museum of art](#) portal only in compliance with applicable laws and regulations, with these terms and conditions and with the programme guidelines. In addition, by registering you declare that you are entitled to use and share the content that you have made available.

If you upload and put pictures and information in the [museum of art](#), as the exhibitor you retain all rights of use and any other property rights to your content. Should we use your pictures for any purpose other than for your exhibition or for promotional purposes in connection with your exhibition, this would completely run counter to our basic understanding and our common idea of the [museum of art](#) unless you have expressly agreed to a use for another purpose. Please be aware that visitors may possibly download, take screenshots, save or duplicate the digital pictures of works of art on your exhibition page. We cannot prevent the possibility of this happening and therefore we shall not be liable for this in any way whatsoever.

Please ensure for your part that you have all the necessary rights of use to the pictures and that the content that is uploaded is free from third party rights and that it does not constitute an infringement of any intellectual property rights or any other protected third party rights. This is very important. We exhibit the pictures received in good faith in the belief that these conditions have been met. You shall be liable as the exhibitor for any infringement of third party rights in accordance with statutory provisions. You shall indemnify and hold harmless the [museum of art](#) in full and upon first demand from any claims of third parties made against the [museum of art](#) due to the publication of your materials and/or content. The costs and expenses that the [museum of art](#) incurs due to any claims asserted by any third parties arising out of your materials and/or content shall be borne by you solely.

By registering you confirm that you own all the necessary rights of use to or that you may dispose freely of the pictures, information and data you have put on the website.

You have sole responsibility for the content intended for publication in your exhibition. We do not adopt this as our own. The [museum of art](#) does not assume any obligation or liability for the content, information or any other data uploaded by you. When uploading your content please heed these terms and conditions of use and our [programme guidelines](#), which are intended to ensure honest and proper dealings with the [museum of art](#) for the benefit of everyone.

Should we obtain information ourselves or receive notification from visitors that suggests any content is illegal or violates our guidelines, we will inform you of this and give you an opportunity to remove the alleged violation. Should it not be possible for you to remove the violation within a reasonable deadline set by us, we may delete any content uploaded by you, revoke your access or terminate your account without notice. Upon suspicion of a criminal offence, we will inform the competent authorities. We are not obliged, however, to check the content uploaded by you to this effect.

As soon as the space in the exhibition halls is no longer sufficient, the exhibitions will be moved to the [museum of art](#) collection and can be found there via the general search function using key words, e.g. artist's name, exhibition title, picture title or other search criteria. The original link to the exhibition will also be retained.

4. Term of agreement/Termination

The term of the agreement between you and the [museum of art](#) commences with the uploading of an exhibition initiated by you as the registered member. The right of either of the parties to terminate without notice for important reason shall remain unaffected. An important reason for

termination exists for us in particular if, despite being requested, you do not modify the content within a reasonable deadline to make the content comply with the requirements in these terms and conditions and the programme guidelines.

Should any claims be asserted by third parties against the **museum of art** because of actual or alleged violations due to your publication, we shall be entitled to remove or not republish the exhibition concerned or the items.

5. Prices

The service of the **museum of art** is free of charge.

6. Warranties

We warrant the best possible reproduction of the content on the **museum of art** within the scope of foreseeable requirements in line with generally accepted technical standards.

You are aware that the data and services of the **museum of art** might not be available at all times. In particular we cannot take responsibility for those cases in which the services of the **museum of art** are not available

- due to the use of software and/or hardware that is not suitable for presentation (e.g. browser) or
- due to interference in the communications networks of other operators or
- due to computer failure at an internet access provider or of an online service or
- due to incomplete and/or dated offers on proxy servers (temporary caches) of commercial and non-commercial providers and online services.

7. Liability

We shall not be responsible for uninterrupted access to the internet portal and the content exhibited by you. Any failure of the server for technical or other problems that are outside our scope of influence (force majeure, third party fault etc.) shall not be grounds for any claim for a reduction, cancellation or damages.

For the remainder we shall be fully liable in accordance with statutory provisions for any loss of life, personal injury or damage to health that is caused by negligence or wilful breach of duty on our part or that of our legal representatives or agents and for any losses covered by liability under the Product Liability Act. For any damage not covered by the first sentence that is based on intentional or grossly negligent breach of contract or malice, we shall be liable in accordance with statutory provisions.

We shall be liable for any damage that is caused by negligence insofar as any resulting damage incurred is based on an infringement of any rights that are to be safeguarded due to the content and purpose of the agreement and/or on a breach of duties whose performance is essential to the due and proper execution of the agreement and compliance with which the contracting party can be expected to rely on (cardinal duties).

Further liability is excluded irrespective of the legal nature of the asserted claim.

8. Rights of use

When you upload your pictures and information, you give us the right to show these on our website. Formally you thus give the **museum of art** the necessary worldwide, non-exclusive and royalty-free licence to use your pictures and content to provide the service to the extent necessary for that purpose. This includes, for example, storing the content and hosting it on servers. The right of use

includes the right to duplicate the content technically. Furthermore, you grant the **museum of art** the right of publication and display of the content intended for publication. By their very nature this is the case for the pictures shown and the accompanying information on the pictures. The licence includes the right to communicate and promote your exhibition, for example by announcements on websites other than that of the **museum of art** or in newsletters, forums, social networks or other platforms, for example, via text, your poster or a link to your exhibition. We assume that it is likewise in your interests to attract visitors to your exhibition.

From the time at which you delete your pictures, your content, your exhibition or your account, we will no longer publish this content to the relevant extent in the **museum of art**. You may terminate the use of our service at any time under your user account.

9. Other: sale or purchase of works of art

In your exhibition you can leave a contact address (email or website) for visitors with your pictures if you would like to offer your visitors an opportunity to contact you with feedback or an interest in buying. You and the visitor shall be solely responsible for any communication between you and the visitor or a potential purchaser. Statements and actions shall not be attributable to the **museum of art**. We shall not be involved in any way whatsoever or at any time in any potential initial business contacts or the sale or purchase of works of art. This shall take place exclusively outside our service and outside the **museum of art**. We shall not provide any brokering service for the sale of any work.

Agreements for the acquisition of works of art or other services that are presented in the **museum of art** are contracted exclusively between the relevant exhibitor and the relevant user. We shall not participate in the conclusion of any such agreement irrespective of the type. The following terms and conditions shall not have any influence on the terms and conditions under which the acquisition of such items of art takes place. This is governed solely by the corresponding agreements between the exhibitor and the purchaser.

We will gladly accept feedback or suggestions for improvements to our services. We may use these without any obligation to you. In connection with your account, we may forward notifications and information to you on the use of our services.

10. Final provisions

We may change these terms and conditions of use and our **programme guidelines** in a reasonable manner if new or altered functionalities to our services are implemented or changes in legislation have to be reflected. Please review these terms and conditions of use regularly. We will mark changes accordingly.

We shall be entitled to transfer the rights and duties arising out of this contractual relationship in whole or in part to a third party without notice. In the event of the whole or partial transfer of the rights and duties to a third party, you shall be entitled to terminate the contractual relationship to the date of the transfer.

The sole place of jurisdiction for any disputes arising out of this agreement if you are a businessman, legal entity under public law, a special fund under public law or have no domestic legal domicile, shall be Essen in Germany.

The laws of the Republic of Germany excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply exclusively to any agreements concluded by the **museum of art** on the basis of these terms and conditions of use and to any claims arising out of any

such agreements of whatever kind insofar as no mandatory provisions under the laws of the country in which the user has his place of residence are hereby excluded.

Should one or several individual provisions in these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

The language of these terms and conditions is German. This English language version is provided for information only. In the event of any variance between the two language versions, the German language version shall prevail.