

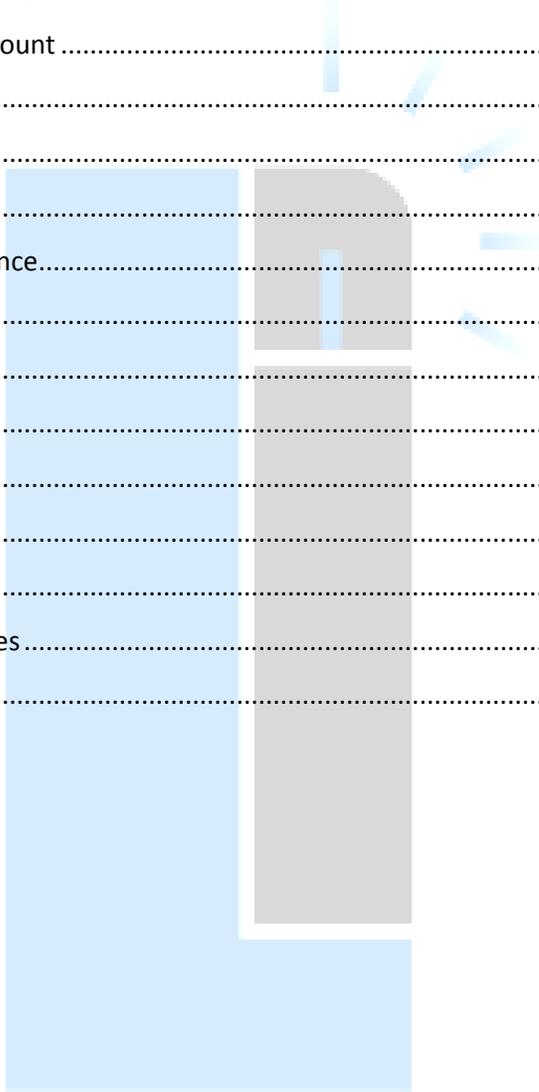
TERMS AND CONDITIONS.

Arjun

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Contents

TERMS AND CONDITIONS	2
Introduction	2
Using ArtPandora	2
Abusing ArtPandora	3
Fees and Services For Sellers	3
Member Communication.....	3
Your ArtPandora Account	3
Content	4
Liability	4
Release	4
Access and Interference.....	5
Patents	5
Copyright.....	5
Privacy	5
Indemnity	6
No Agency	6
Notices	6
Resolution of Disputes	6
General.....	7



TERMS AND CONDITIONS

The following describes the terms on which ArtPandora offers you access to our services.

Introduction

Welcome to ArtPandora. By using the services on the ArtPandora website, you are agreeing to the following terms, including those available by hyperlink, with ArtPandora Inc. Before you may become a member of ArtPandora, you must read and accept all of the terms and conditions in, and linked to, this User Agreement and the ArtPandora Privacy Policy.

By accepting this User Agreement, you also agree that your use of some ArtPandora-branded websites or websites we operate may be governed by separate user agreements and privacy policies. The agreement that applies on our domain is always the agreement that appears in the footer of our website.

Using ArtPandora

While using ArtPandora, you will not:

- Post content or items in an inappropriate category or areas on our sites and services.
- Violate any laws, third party rights, or our policies.
- Use our site or services if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from our site.
- Fail to deliver payment for items purchased by you.
- Fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity.
- Manipulate the price of any item or interfere with other user's listings.
- Circumvent or manipulate our fee structure, the billing process, or fees owed to ArtPandora.
- Post false, inaccurate, misleading, defamatory, or libelous content (including personal information).
- Transfer your ArtPandora account and User ID to another party without our consent.
- Distribute or post spam, chain letters, or pyramid schemes.
- Distribute viruses or any other technologies that may harm ArtPandora, or the interests or property of ArtPandora users.
- Copy, modify, or distribute content from the Sites and ArtPandora's copyrights and trademarks.

- Harvest or otherwise collect information about users, including email addresses, without their consent.

[Abusing ArtPandora](#)

ArtPandora and our community of users work together to keep the Site and its services working properly and our online marketplace safe. Please report problems, offensive content, and policy violations to us.

Without limiting other remedies, we may limit, suspend or terminate our service and user accounts, prohibit access to our website, delay or remove hosted content, and take technical and legal steps to keep users off the sites if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

[Fees and Services For Sellers](#)

Joining ArtPandora is free and we do not charge any commission on sale of art work(except for bank charges 3%), but we do charge a membership fee based on the package you select. Any changes in our fees are effective after we provide you with at least fourteen days' notice by posting the changes on the ArtPandora site.

We may choose to temporarily change the fees for our services for promotional events or new services, and such changes are effective when we post the temporary promotional event or new service on the site.

Unless otherwise stated, all fees are in Indian rupees. You are responsible for paying all fees and applicable taxes associated with our site and services in a timely manner.

[Member Communication](#)

All communication between ArtPandora members (Artists, Galleries, and Buyers) must take place using the ArtPandora. It is against our policy to include email addresses, phone numbers, and URLs in ArtPandora messages. It is also against our policy for sellers to post email addresses, phone numbers, and URLs in other areas where buyers may find them including but not limited to store welcome messages, artwork descriptions, and artist profiles. If any ArtPandora member needs help communicating with a fellow member and the site does not support the specific need, that member should contact ArtPandora Support (support@ArtPandora.com) for assistance.

[Your ArtPandora Account](#)

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. ArtPandora does not sell products to children, but it sells them

to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use ArtPandora.com only with involvement of a parent or guardian. ArtPandora reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Content

ArtPandora does not own the content (including but not limited to images, item descriptions, and artist descriptions) you provide to the Site. However, when you give us content you grant us license so that we do not violate any rights you may have in the content. You grant ArtPandora a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future. Additionally, you grant ArtPandora the right to use your content for the purpose of marketing, merchandising, and advertising in media including, but not limited to, the ArtPandora Site and partner sites.

Liability

You will not hold ArtPandora responsible for other users' content, actions or inactions, or items they list. The Site is a venue to allow anyone to offer, sell, and buy art, at anytime, from anywhere. We are not involved in the actual transaction between buyers and sellers. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction.

ArtPandora does not transfer legal ownership of items from the seller to the buyer, and nothing in this agreement shall modify the governing provisions under which legal ownership of an item is transferred upon physical delivery of the item, to the buyer by the seller. Unless the buyer and the seller agree otherwise, the buyer will become the item's lawful owner upon physical receipt of the item from the seller. Further, we cannot guarantee continuous or secure access to our services, and operation of the sites may be interfered with by numerous factors outside of our control.

Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our sites and services. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraph, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action, giving rise to the liability, and (b) Rs. 1000.

Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and

consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

[Access and Interference](#)

The Site contains robot exclusion headers. Much of the information on the site is updated on a real-time basis and is proprietary or is licensed to ArtPandora by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission.

Additionally, you agree that you will not:

- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure.
- Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of ArtPandora and the appropriate third party, as applicable.
- Interfere or attempt to interfere with the proper working of the Site or any activities conducted on the sites; or
- Bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the site.

[Patents](#)

One or more patents owned by ArtPandora apply to The Site and to the features and services accessible via the site. Portions of this site operate under license of one or more patents.

[Copyright](#)

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of ArtPandora or its content suppliers and protected by India and international copyright laws. The compilation of all content on this site is the exclusive property of ArtPandora and protected by India and international copyright laws. All software used on this site is the property of ArtPandora or its software suppliers and protected by India and international copyright laws.

[Privacy](#)

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the ArtPandora Privacy Policy. We view protection of users' privacy as a very important community principle. We store and process your information on computers located in the India that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how we use and protect your personal information, see

the [ArtPandora Privacy Policy](#). If you object to your Information being transferred or used in this way please do not use our services.

Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Notices

Except as explicitly stated otherwise, legal notices shall be served on ArtPandora's national registered agent (in the case of ArtPandora) or to the email address you provide to ArtPandora during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

Resolution of Disputes

If a dispute arises between you and ArtPandora, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and ArtPandora agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

- Law and Forum for Disputes

This Agreement shall be governed in all respects by the laws of the State of India as they apply to agreements entered into and to be performed entirely within India between Indian residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against ArtPandora must be resolved by the high court located in Bangalore, Karnataka, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the High Court of Karnataka for the purpose of litigating all such claims or disputes.

- Arbitration Option

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than Rs.10000, the party requesting relief may elect to resolve the dispute in a cost

effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules:

a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- [Improperly Filed Claims](#)

All claims you bring against ArtPandora must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, ArtPandora may recover attorneys’ fees and costs up to Rs.10000, provided that ArtPandora has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

[General](#)

ArtPandora is owned by Lambent Inc. located at L-12, 2nd Main, 6th Sector, HSR Layout, Bangalore 560102, India. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the ArtPandora.com site. This Agreement may not be otherwise amended except in a writing signed by you and us. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services), Release, Content License, Liability, Indemnity and Resolution of Disputes.