

## Terms of Use

Welcome to the “Artproof” website, at [www.artproof.com](http://www.artproof.com) (hereinafter: "site").

**Please read this agreement carefully before accessing or using this site and before registering and setting up your account. By accessing or using this site or by setting up your account, you agree to be bound and obligated by this agreement.**

When registering and by setting up your account, you confirm and declare as follows:

1. that you agree to be bound by the terms of this agreement; and
2. that you are at least 18 years old.

Artproof is a site dedicated to collecting, sorting, reporting, revealing and exposing of information with respect to artworks reported and/or believed stolen, missing and/or forged. We hope that over time, we may even be able to help and/or facilitate in some way in the retrieval of such artworks to their rightful owners (but we make no promises in this matter).

### Uploading information to this site

1. This site offers you, *inter alia*, the option to upload information to this site ("**information**", as used in this agreement, also includes any pictures and documents). You, as a user of this site, declare, guarantee, and undertake that (i) all information you provide is accurate, complete, and not designed to mislead, defraud, or deceive anyone in any way; and (ii) you will comply with your jurisdiction's applicable laws and regulations when you upload information to this site, (iii) you own all rights in said information, and (iv) you authorize us to use the information as we see fit, in our sole discretion.  
You are solely responsible for any such information and you hereby acknowledge and agree that you shall indemnify and hold us harmless from any and all damages or losses resulting from your uploading of any information, material or content to this site.
2. When uploading information regarding artworks – whether stolen, forged or missing – you will be prompted to upload documents supporting your claim. You are hereby informed that the ability to report stolen artwork will in all likelihood depend on your ability to provide documents attesting to the report of the theft to the police and/or insurance company.
3. You also agree that we may delete, remove, replace, edit or otherwise manipulate your uploaded information in any way, for any reason or for no reason, at any time and in our sole discretion.
4. By uploading or submitting information to this site, you grant us a worldwide, royalty-free, nonexclusive license to use, copy, reproduce, distribute, prepare derivative works of, display, make available to the public, and otherwise exploit your submissions and information in connection with this site and our business, including without limitation, for promoting and redistributing part or all of this site (and derivative works thereof) in any media formats and through any media channels, as well as to:
  - (a) Host your information on our servers and in our databases; display your information to our users on this site and anywhere else, in whole or in part, alone or in compilation with content provided by third parties;

- (b) Make your information accessible to our users, business partners and affiliates;
  - (c) Edit your information to ensure that it complies with our policies and guidelines.
5. You also agree that you will not use the site to:
- (a) Upload, post, create, compose, email and/or transmit any content and/or links to any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable;
  - (b) Upload, post, create, compose, email and/or transmit any content and/or links to any content that infringes any patent, trademark, service mark, trade secret, copyright, moral right or other proprietary rights of any party, or contributing to inducing and/or facilitating such infringement. This prohibition shall include, without limitation, any form of software piracy;
  - (c) Upload, post, create, compose, email and/or transmit any content and/or links to any content that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the site or any third party software, site, equipment or service;
  - (d) Upload, post, create, compose, email and/or transmit any material and/or links to any material that is and/or will violate any law, statute, ordinance, or regulation;
  - (e) Upload, post, create, compose, email and/or transmit any content and/or links to any content that contains nudity or any other material that may be considered "adult", obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or is otherwise inappropriate. If you do post such content, you hereby undertake full responsibility for any damages arising from your inclusion of such content;
  - (f) Abuse or harass anyone;
  - (g) Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the site and/or services offered by the site;
  - (h) Collect or store personally identifying information about other users for commercial or unlawful purposes;
  - (i) Use the site for any unsolicited advertising, spam or promotion;
  - (j) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
  - (k) Monitor any portion of the site;

- (l) Bypass any measures we may use to prevent or restrict access to the site or its services;
- (m) Engage in any activity which may compromise the stability or availability of the site or use the site to compromise the availability or stability of any third party site or service.

### Subscribing

6. Using this site entails registering as a subscriber. A subscriber shall receive permission to use the site, online and for a limited amount of time.
7. A subscription allows you perform up to three searches of our databases per day. If you require more daily searches than that, on a regular basis, please contact us via email at: [info@artsproof.com](mailto:info@artsproof.com)
8. The potential subscriber is considered an applicant, making us an offer to accept the applicant as a subscriber, in accordance with the applicant's personal data, the information provided by the applicant during registration and the site's diagnosis program. We may, at our sole discretion, accept or reject any applicant's offer.
9. As part of the registration process, you will select a password and a user name (hereinafter: "**user name**"). You agree to provide us with accurate, complete, and updated account information. Failure to do so will constitute a breach of this agreement that may result in immediate termination of the right to use the account and site.
10. You may not (a) select or use a user name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a user name that we, at our sole discretion, deem inappropriate or offensive.
11. You are responsible for maintaining the confidentiality of your user name and password, and you will be responsible for all uses of your user name and password whether or not authorized by you.
12. You must notify us by e-mail of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your user name and password. We will have no liability for any circumstances arising from the unauthorized use of a user name, password or your account. Any fraudulent, abusive, or otherwise illegal activity on your account may be reported to appropriate law-enforcement agencies by us. You are solely responsible for providing all computer hardware and other equipment necessary to access this site, including without limitation Internet access, software and modems.
13. If you choose to register as a subscriber, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration form. Registration data and certain other information about you are governed by our [Privacy Policy](#), detailed below.
14. Certain aspects of our services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors) in order to utilize such services.

15. If we discover, at any time, that the information you provided about you is incorrect, or if you violate any of the terms of this agreement, your subscription may be suspended and/or terminated with immediate effect.

### Payment and Billing

16. All payments for all subscriptions are done through this site, in advance, according to the services subscribed to. Payment options are detailed on the site and are updated from time to time.
17. Each subscriber will be billed according to the payment arrangement undertaken and agreed to by the subscriber.
18. A subscription shall begin on the day of receipt of subscription confirmation from us and shall be in force for the duration of that subscription.
19. Payment is only for access to the site and for use of its databases (in whole or in part, as the case may be).
20. All payments are processed through PayPal.
21. If for any reason whatsoever, your bank and/or credit card provider refuses payment, we have the right to immediately freeze or revoke your subscription – thus terminating this agreement – and to collect your debt at a later date.
22. To stop your subscription, you must contact us and inform us of your request by sending an e-mail to [info@artsproof.com](mailto:info@artsproof.com)
23. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.
24. You understand and agree that cancellation of your account is your sole right and remedy with respect to any dispute you may have with us. We have the right, at our sole discretion, to terminate or suspend forthwith and without prior notice any subscriber's account and/or access to this site or any part thereof.
25. In any case, we shall not return any funds paid in advance by any subscriber for any period in which said subscriber did not use his subscription, even if a notice of termination was provided during said period.
26. We reserve the right to change the price of subscriptions, their type, basis or the number of payments allowed, provided we give prior notice in this site and via e-mail to the subscriber.

### Art Retrieval

27. **By uploading information regarding stolen artworks to this site (hereinafter in this chapter referred to as: "artwork"), you agree to the following conditions:**
  - (a) **If we retrieve the artwork, by whatever means we deem necessary, you will pay us a finder's fee, dependent on the worth of the artwork, as determined by an independent art appraiser, as follows:**

- **If the worth of the artwork is between USD 10,000 and USD 99,999 – our fee will be 20 percent of the worth of the artwork.**
  - **If the worth of the artwork is between USD 100,000 and USD 199,999 – our fee will be 30 percent of the worth of the artwork.**
  - **If the worth of the artwork is more than USD 199,999 – our fee will be 40 percent of the worth of the artwork.**
- (b) **You authorize us to use whatever means and efforts we deem necessary, in our sole discretion, to locate and retrieve the artwork, if we so desire.**
- (c) **However, we do NOT have any obligation to use any means to do so – and we do NOT have any obligation to attempt to locate and/or retrieve the artwork.**
- (d) **You authorize us to offer and advertise a reward to whoever materially contributes to finding and retrieving the artwork, at our sole discretion. Any such reward will be paid out of our abovementioned finder's fee.**
- (e) **You authorize us to use any information you provide us with.**
28. You undertake to notify us immediately if any artwork is found and/or retrieved.

#### No Guarantees

29. WE MERELY OFFER A PLATFORM THROUGH WHICH USERS CAN OFFER AND RECEIVE INFORMATION ABOUT CERTAIN ARTWORKS. WE MAKE **NO GUARANTEES AND NO WARRANTIES** WITH RESPECT TO THE AUTHENTICITY, RELIABILITY, ACCURACY, COMPLETENESS, COMPREHENSIVENESS, FITNESS FOR USE, AND RELEVANCE OF ANY INFORMATION AND DATA OFFERED THROUGH THE SITE.
30. ALL INFORMATION, SERVICES, CONTENT AND ANY OTHER MATERIALS PUBLISHED OR OTHERWISE MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.
31. ALSO, THERE IS NO WARRANTY OF CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN THROUGH THIS SITE SHALL CREATE ANY WARRANTY.
32. WE DO NOT GUARANTY ANY RESULTS ARISING FROM USING THIS SITE AND/OR ITS CONTENTS AND/OR ANY MATERIALS FOUND ON IT – AND YOU THEREFORE ACKNOWLEDGE AND AGREE THAT YOU SHALL NOT HAVE ANY CLAIM, CAUSE AND/OR DEMAND AGAINST US, IF YOU DO NOT GET THE RESULT YOU WERE EXPECTING AND/OR AIMING FOR.
33. THE USE OF THIS SITE AND/OR ITS CONTENTS AND/OR ANY MATERIALS FOUND ON IT, IS SOLELY YOUR OWN RESPONSIBILITY.

#### Limitation of Liability

34. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM THE USE OF THE MATERIALS ON THIS SITE AND/OR FROM LOSS OF USE, BUSINESS, DATA OR PROFITS, LITIGATION AND THE LIKE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
35. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN PART. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, FOR USING THIS SITE.
36. WE DO NOT AND CANNOT VERIFY THE INFORMATION UPLOADED TO THIS SITE.
37. WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES OR OTHER MATERIALS ON THIS SITE.

#### Intellectual Property

38. All materials and information on this site (as well as the organization and layout of the site) are our property (or the property of third parties) and are protected by various laws. No information/material may be copied, reproduced, republished, uploaded, posted, transmitted, marketed, translated or distributed in any way. Any unauthorized use of these information/materials may subject you to civil liability and criminal prosecution under applicable laws.  
It is prohibited to copy, distribute or transfer any part of this site, in part or in full, including, without limitation, this site's design and the trademarks appearing in it, without our prior written consent.

#### Changes to Site

39. We may make improvements or changes to the information, services, and other materials on this site, or terminate this site, or any part thereof, at any time, without notice. We may also impose limits on certain features or restrict your access to parts or all of the features of this site, without notice or liability. We may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. Accordingly, you agree to review this agreement periodically, and your continued access or use of this site shall be deemed your acceptance of the modified agreement.

#### Links to Other Web Sites

40. This site may include links to other internet sites solely as a convenience to users. We do not endorse any such sites or the information, materials, products or services

contained on or accessible through these sites, and you access and use such sites, including information, materials, products and services therein, solely at your own risk.

### Privacy Policy

41. We take your privacy very seriously. This is why we inform you of every use we have for the information and details you provide us with, while using this site. This site may, from time to time, change its contents and extent – so we advise that you return to read this Privacy Policy from time to time.
42. We adhere to the highest standards of privacy and do not sell to, or otherwise share, any personal information about our users with any third parties. We further undertake not to transfer our subscribers' e-mail addresses to any third parties, without our users' consent.
43. We may use any personal information you provide us with to help us in providing our services, processing transactions, fulfilling requests for information, receiving and sending communications, updating marketing lists, analyzing data, providing support services, or other tasks from time to time.
44. When you use this site, we may automatically receive and store certain non-identifiable personal information. Such information, which is collected passively using various technologies, cannot presently be used to specifically identify you. Examples of this non-identifiable personal information include the type of internet browser or mobile device you use, any website from which you have come to the site, your operating system, location data (which is anonymous) (“**Non-Personal Data**”). We may use such Non-Personal Data to assist us in providing effective services and to collect broad demographic information for aggregate use.
45. We may disclose your personal information if we believe such action is necessary to: (a) comply with the law or legal process served on us; (b) protect and defend our rights or property (including the enforcement of our agreements); or (c) act in urgent circumstances to protect the personal safety of users of our services, our employees and/or agents, or members of the public.
46. This policy is not intended to confer, and does not confer, any rights or remedies.
47. By using this site you acknowledge your acceptance of and concurrence with the statements made herein.

### Miscellaneous

48. If you have any reason to believe that any part of the information found on this site is incorrect, please let us know via email.
49. Your use of this site is subject to additional disclaimers and caveats that may appear throughout the site.
50. We assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information, services or other material on this site.

51. To the extent allowed by law, the English version of these Terms of Use is binding and any translations are for convenience only.
52. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible our original intentions in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.
53. We may transfer and/or assign any and all of our rights and obligations under this Agreement and upon such assignment/transfer, we shall be relieved of any further obligation hereunder.
54. You represent to us that you have the authority to subscribe to and to use this site according to the terms and conditions of this Agreement.
55. A person who is not a party to this Agreement shall not have any rights to enforce its terms.
56. Our failure to insist upon strict enforcement of any provision of this agreement shall not be construed as a waiver of any provision or right.
57. If there is any contradiction or inconsistency between anything stated elsewhere in the site and this Agreement, the provisions of this Agreement shall prevail.
58. You understand and agree that you will receive electronic communications from us, posted on the site and/or sent to you via email. All such communications will be considered in writing and will be considered received by you within 24 hours from the time in which the notice was posted on the site or sent to you via email.
59. This Agreement constitutes the entire agreement between us and you with respect to the subject matter hereof and supersedes any and all prior agreement between us and you in relation to the same. You confirm that, in agreeing to accept this Agreement, you have not relied on any representation made by us. Any representation, promise, undertaking or consent, whether verbal or in writing, which is not included in this Agreement, will not be valid.
60. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the site or this Agreement must be duly filed within one (1) year after such claim or cause of action arose or be forever barred.
61. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
62. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
63. We may, at any time, set off any positive balances in your account against any amount owed by you to us.



64. Unless explicitly stated in this Agreement, nothing in this Agreement shall: (i) be construed as creating any agency, arrangement, partnership, joint venture, trust or fiduciary relationships or any other similar relationship between you and us; (ii) create or confer any rights or benefits to any third party, or (iii) grant you any security interest in any of our assets, including (but not limited to) any sum held in your account.
65. References to "we", "you", "our", "your" and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or devices under this or prior agreements between us.

#### Arbitration Agreement

66. All matters concerning the interpretation, validity and enforcement of this Agreement will be governed by and addressed in accordance with the laws of Great Britain and shall be adjudicated exclusively by the London Court of International Arbitration without recourse to the ordinary courts of law. The place of arbitration shall be London, England. The number of arbitrators shall be one. The language of the arbitral proceedings shall be English.
67. We and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted.
68. This arbitration chapter shall survive termination of these Terms of Use.
69. A party who intends to seek arbitration must first send to the other, by email, a written Notice of Dispute ("**Notice**"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or us may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or us are entitled.
70. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of the arbitration provision. Unless we and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location in London, England.
71. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
72. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
73. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY**

PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Acceptance

74. By using and/or subscribing to this site, you hereby acknowledge that you have read and understand all of the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof.
75. By using and/or subscribing to this site, you hereby also acknowledge your consent to receiving electronically all communications, agreements, documents, notices, advertisements and disclosures from us (hereinafter: "**communications**"). You hereby acknowledge and consent to the sending of such communications to you, and undertake that you will not argue that such activity amounts to sending of unsolicited communications. You also hereby acknowledge that we are not responsible for the communications sent to you by third parties, their content and method of distribution.
76. Questions? Concerns? Suggestions?  
Please contact us at [info@artsproof.com](mailto:info@artsproof.com) report any violations of this Agreement or to pose any questions regarding this Agreement or the Services.