

## TERMS OF USE "V-ART"

### REVIEW

Welcome to the V-ART Site, throughout this document, the terms "We", "App", "Our" and "Site" refer to www.v-art.digital. V-Art Corp. offers you www.v-art.digital (hereinafter referred to as the "Site") and V-Art applications (hereinafter referred to as the "App"), any services (hereinafter referred to as the "Services") offered through the Site and/or the App, including all information, tools, and services available to you, the user, subject to your acceptance of all terms, policies, and notices set forth here. We reserve the right to change these Terms of Use at any time and without prior notice.

By using the V-ART Services, you agree to these Terms of Use. Please read them carefully. If you do not agree to all the terms of this agreement, you may not access or use our services.

**YOU SHOULD READ AND UNDERSTAND THESE TERMS BEFORE USING THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE OR APP. BY REGISTERING ON THE SITE OR IN THE APP, YOU AGREE TO ENTER INTO A CONTRACT WITH US IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.**

These Terms of Use apply to all users of the Site, including but not limited to visitors and users who are sellers and buyers.

Any new features or tools added to the current Site are also subject to the Terms of Use. You can view the most current version of the Terms of Use at any time on this page. We reserve the right to update, modify or replace any part of these Terms of Use by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

People who register on V-Art, including those who create an "Account", become "Users". Visitors to V-Art, who do not become Users and hereinafter referred to as "Visitors", use the Site and/or Application by confirming that they accept these Terms each time they access V-Art.

### CONDITIONS AND DEFINITIONS

**V-ART** - a platform for the display, sale, and collection of art in digital format, implemented through the Site and the Application.

The contractual relationship between the buyer and the seller is drawn up in the form of a public offer agreement. The terms of the public offer are enshrined in this document.

**Acceptance of the offer** - the purchase of goods in the manner specified by this document, at the prices indicated on the Site, and the agreement on the terms of payment and receipt of the goods.

#### **Objects are objects of digital art, namely:**

- "Static digital imagery", any immovable art object: digital painting, digital photography, sculpture, objects of monumentalism;
- "Time-based media" - art and installations that have both a physical and a temporal dimension, may include video, audio, films, slides, and other forms of audiovisual art;
- "Interactive digital installation" - digital installations consisting of a combination of physical and interactive parts using digital technologies;
- "XR (Cross-reality)" - art consisting of the experience of virtual reality (VR), augmented reality (AR), and mixed reality (MR);
- "Game Art", development of style and design of computer games and avatars;
- "Web Art", or "Net Art" - is a type of media art used as the main means of expressing the Internet environment;
- "Digitalized art" - digitalized works of art;
- "Generative art" - is any creative object that is fully or partially created using an autonomous system.

**Collection** - a digital collection of several objects created by one user and can be displayed publicly or privately (for a limited number of users).

**A digital work** - is one digital object among the circulation of digital objects that represent the original.

**Visitors** - people who enter the site for informational purposes, login but do not create accounts.

**Users** - people from the art world or interested in art who have registered and created an account with V-Art.

**Website content (hereinafter referred to as Content)** - protected results of intellectual activity, including articles, illustrations, covers, graphic, textual, photographic, derivative, composite, and other works, user interfaces, visual interfaces, trademark names, logos, databases, as well as the design, structure, selection, coordination, appearance, general style and arrangement of this Content included in the Site and other intellectual property items, collectively and/or individually contained on the site.

## **1. GENERAL TERMS AND CONDITIONS**

1.1. We reserve the right, but have no obligation, to restrict the sale of items or Services to any person, geographic region, or jurisdiction. We reserve the right to limit the number of any facilities or services we offer. All item descriptions or prices are subject to change at any time without notice at our sole discretion.

1.2. Occasionally, there may be information on our Site or App that contains typographical errors, inaccuracies, or omissions that may relate to item descriptions, prices, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information is incorrect, at any time without prior notice (including after you have submitted your order).

1.3. We reserve the right to refuse any order you place with us. If we make changes to or cancel an order, we may attempt to notify you by contacting you at the email and/or billing address/phone number provided at the time of ordering.

## **2. YOUR INFORMATION IN V-ART**

2.1. You will need to enter your information in order to use the service or create an account to use our Site.

2.2. You understand that your information may be transmitted unencrypted and include (a) transmission over various networks; and (b) modifications to suit and adapt to the technical requirements of connecting networks or devices.

2.3. Here are a few rules for filling out information:

2.3.1. You must be at least 18 years of age to use our Services. Minors under the age of 18 and at least 13 years of age are only allowed to use our Services through an account owned by a parent or legal guardian, with their respective permission and under their direct control. Children under the age of 13 are not permitted to use V-ART or the Services. You are responsible for any and all account activity conducted by a minor on your account, and commercial products or services may be available that you may wish to restrict the minor's access to material online.

2.3.2. Be honest with us. Provide accurate information about yourself. You may not use false information or impersonate another person or company through your account.

2.3.3. Choose an appropriate name. If you choose not to use your full name as the name associated with your account, you may not use language that is offensive, vulgar, violate anyone's intellectual property rights, or otherwise violates the Terms.

2.3.4. You are responsible for your account. You are solely responsible for any activity on your account. If you share an account with other people, then the person whose financial information is in the account will ultimately be responsible for all activities. If you are registering as a business entity, you personally warrant that you have the authority to agree to the Terms on behalf of the business. In addition, your accounts are non-transferable.

2.3.5. Protect your password. As we mentioned above, you are solely responsible for any activity on your account, so it is important to keep your account password secure.

2.4. These Terms do not create between you and V-Art Corp. any agency, partnership, joint venture, employment, or franchise relationship.

2.5. User reviews posted on the Site are not confidential information and can be used by the Site Administration without restrictions.

2.6. By adding and distributing content to the platform, the User expressly grants us a non-exclusive, royalty-free, irrevocable license (including the right to grant sub-licenses at multiple levels) to:

posting (recreating and publishing in such a way that users can access the Objects at any time and from any place) through the Application or the Site, on V-Art social networks, on any other interactive services through which V-Art makes its platform and the Services on it available;

adapting the Objects to the format and size required for download;

recording (recreating) in the file's digital fingerprint metadata;

saving (recreating) files in the cloud storage;

publishing the Objects on the Internet.

2.7. The license under this paragraph will survive the termination of these Terms or any cancellation, suspension or termination of the applicable Account. Please note that we may modify any material associated with a Member or Account to comply with V-Art requirements (for example, by cropping images).

2.8. You further represent and warrant that you will comply with all applicable laws (such as local, state, federal, and other laws) when using V-Art. Without limiting the foregoing, by using V-Art, you represent and warrant that:

- you are not located in a country subject to a US government embargo; and

- you have not been identified as a Special Purpose Citizen or included on any U.S. government list of banned, sanctioned, or restricted parties.

2.9. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access to and use of V-Art in such country, territory, or jurisdiction does not violate any applicable laws.

2.10. V-Art may require you to provide additional information and documents in certain circumstances, such as at the request of any government agency, as required by any applicable law or regulation, or to investigate a potential violation of these Terms. In such cases, V-Art may, in its sole discretion, disable your Account and block your access to V-Art until such additional information and documents are processed by V-Art. If you do not provide complete and accurate information in response to such a request, V-Art may refuse to restore your access to the Services.

### **3. PRODUCTS OR SERVICES**

3.1. Our site provides the following services:

3.1.1. For Visitors:

- searching and viewing works of art;
- access to artist profiles and open virtual exhibitions;
- licensed use of digital works;
- buying art;
- viewing Objects in AR mode.

3.2.1. For Users additionally available:

- create and view closed (detail) online art collections;
- receive personal recommendations of works of art from us;
- contact other Users and/or receive news from them;
- comment on works of art and artists;
- sale of a work of art in the primary and secondary markets;
- setting up a system of licenses and sales in the user's personal accounts;
- use any other features we normally offer to V-Art Users.

3.3. All Collectors must be Users, if a User gifts an Object to someone who is not already a User, the recipient of the gift must register with V-Art and become a User before he/she can use the gifted Object.

### **4. TERMS OF PURCHASE OF OBJECTS**

4.1. When a User makes a purchase, we place:

- purchased Object;
- its Certificate of Authenticity, including the edition number of your purchase, the title of the work;
- the art, the name of the artist, and the name of the collector in the digital repository (hereinafter referred to as the "Vault") that we associate with the relevant Account.

4.2. NFT transfers the following rights to a digital work of art:

- adaptation to the format/size required for digital placement on the platform/web resource/mobile application;

- storage of digital information, a file in a cloud data storage;
- placement and publication of NFT on the platform/web resource/mobile application;
- publication of a digital object on the Internet in the public domain;
- record in the metadata of the digital fingerprint of the file for authentication;
- digital display (demonstration) of an object in online or virtual galleries, AR/VR;
- use of NFT for personal purposes and further resale as NFT;
- publications in printed and electronic catalogs, advertising for the subsequent sale of digital work.

### **4.3. Usage rights.**

As long as the Collector continues to own the Edition, the Collector will have the right to:

- get access to the Vault, virtual gallery, use the Edition in the collection vault;
- Display the Certificate of Authenticity on the Editions from any device owned or controlled by the Collector capable of doing so. The method of use of the Edition will vary depending on the nature of the artwork being viewed and will be as specified in the V-Art.

### **4.4. Resale right.**

4.4.1. Once all Editions of an individual work of art have been sold or the Artist has withdrawn the work of art from sale through V-Art, then the Collector is notified of this and has the right to sell the Collector's Edition of that work of art to other Collectors in the secondary market that we offer on V-Art. The Artist who created the Object continues to own the copyright to it, which means that the Artist has the right to be identified as the author of the Object and each Edition.

Purchasing a license to the Collector transfers property rights to the Object and/or Edition. Copyright remains with the Object Author and cannot be transferred.

If the Collector sells through V-Art:

- the sold edition will be moved to the collector buyers vault and removed from the collector-seller's vault, and the rights to use the collector-seller will cease;
- the corresponding Certificate of Authenticity will be removed from the vault of the collector-seller and redistributed to the vault of the collector-buyer under his name. At the same time, V-Art keeps a history of all sales and can issue it on request.

4.4.2. The price of an object may vary depending on the number of editions of individual works of art that have yet to be sold and correlate with the sale of Editions, for example, the price may increase as editions are sold (as a result of a decrease in the number of editions that remain available for purchase).

4.4.3. The rights to use the Edition do not authorize the Collector, directly or indirectly, to allow or not to allow the sale of other publications or to restrict:

- printing or creation of any other physical (material) expression of the Publication or the corresponding Work of Art;
- distribute or transfer the Publication (including via the Internet) to anyone else other than as part of a legitimate trade transaction, or
- demonstration or other commercial use of the Publication, unless it is expressly stated in the Certificate for the Publication.

Use rights are only available on devices owned or controlled by the Collector.

4.5. The edition may not be compatible with all devices, operating systems, and media. The Purchaser must ensure that the Edition purchased is compatible with the devices, operating systems, and media used by the Collector (whether the Collector is the Purchaser or anyone else) prior to purchase by reviewing our FAQ.

4.6. If you need a receipt for your purchase, please contact us with the relevant order ID.

## **5. LICENSE FOR OBJECTS**

5.1. With NFT the following rights to the digital artwork are being transferred:

- 5.1.1. adaptation to the format/size required for digital placement on the platform/web resource/mobile application;
- 5.1.2. storage of digital information, a file in a cloud data storage;
- 5.1.3. placement and publication of NFT on the platform/web resource/mobile application;
- 5.1.4. publication of a digital object on the Internet in the public domain;
- 5.1.5. an entry in the metadata of the digital fingerprint of the file for authentication;
- 5.1.6. digital display (demonstration) of an object in online or virtual galleries, AR/VR;

- 5.1.7. use of NFT for personal purposes and further resale as NFT;
- 5.1.8. publications in printed and electronic catalogs, advertising for the subsequent sale of digital artwork.
- 5.2. The Buyer acquires the Digital Work with the rights to it (in the form of a certificate), as well as access to its history (digital biography), which are in the token (NFT) and are listed on the Object page on our website.

## **6. YOUR USE OF OUR SERVICES**

6.1. We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services, subject to the Terms and specifically, subject to the following limitations:

6.1.1. Do not use our services to violate the law. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you. For example, you are responsible for obtaining any permits or licenses required for your business and for complying with applicable legal requirements in the applicable jurisdiction(s). You may not engage in fraud (including false claims or notices of abuse), theft, anticompetitive conduct, threatening conduct, or any other illegal activity or crime against V-Art Corp., another V-Art user, or a third party.

6.1.2. Pay your bills. You are responsible for paying all fees you owe V-Art Corp. You are also solely responsible for the collection and/or payment of any applicable taxes on any purchase or sale you make through our Services. We may collect data necessary to process your payment if you make purchases, such as your payment method number (such as a credit card number) and the security code associated with your payment method.

6.1.3. Don't steal our things. Our Site and Services, including the source code, databases, functionality, software, website design, audio, video, text, photographs, and graphics on the Site (Our Content), are owned by us or used under license and protected by copyright laws, rights and trademarks. You agree not to scan, scrape or copy any of the V-Art pages, or reverse engineer or attempt to derive their source code.

6.1.4. Do not try to harm our systems. You agree not to interfere with or attempt to disrupt V-Art, such as by spreading a virus or other harmful computer code.

6.1.5. Please follow our trademark policy. The V-Art name and other marks, phrases, logos, and designs that we use in connection with our Services (V-Art Corp. Trademarks) are trademarks, service marks, or trade dress of V-Art Corp.

6.1.6. Share your ideas. We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to V-Art Corp. are considered non-confidential and do not belong to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish these ideas and materials for any purpose without compensation to you.

6.2. Provided that you are authorized to use the Site, you are granted a limited license to access and use the Site and Our Content and to download or print a copy of any portion of the Content that you have duly accessed, solely for your personal, non-commercial use.

6.3. We reserve the right to terminate your use of V-Art or any related website for violating any of the prohibited uses.

## **7. PAYMENT AND FEES**

7.1. V-Art provides a web3 peer-to-peer service that helps to purchase users discover and interact directly with NFTs available on public blockchains. We do not hold or control the NFTs or the blockchains you interact with. In order to use our Services, you must use a third-party wallet that allows you to make transactions on blockchains.

7.2. Like much of web3, your blockchain address acts like your V-Art identity. Accordingly, you will need a blockchain address and a third-party wallet to access the Services. Your V-Art account ("Account") will be linked to your blockchain address.

7.3. Your V-Art account will be linked to your associated blockchain address and will display the NFTs for that blockchain address (and, if applicable, any content associated with such NFTs).

7.4. By using your wallet in connection with V-Art, you agree that you are using that wallet in accordance with the terms and conditions of the respective wallet provider. Wallets are not managed, maintained, or associated with V-Art, and V-Art does not store or control the contents of your wallet and is not able to retrieve or transfer its contents.

7.5. You are solely responsible for maintaining the security of your wallet, and you should never share your wallet credentials or seed phrase with anyone. If you find a problem with your wallet, please contact the wallet provider. Likewise, you are solely responsible for your Account and any wallet associated with it, and we are not



responsible for any act or omission on your part in connection with your Account or as a result of your Account or wallet being hacked.

7.6. You agree to notify us immediately if you discover or otherwise suspect any security issues related to the V-Art Services or your Account (you may contact us, you are solely responsible for your account and any associated wallet, and we do not We are liable for any act or omission on your part in connection with your account or as a result of your account or wallet being hacked.

7.7. To make payments from different countries, the Site Administration may involve its affiliated legal entities. All data will be used and stored in a secure system in accordance with the Privacy Policy.

7.8. The Buyer-User additionally pays a V-Art commission in the amount of 15% of the value of the Object upon purchase.

## **8. RETURN OF DIGITAL GOODS (NFT)**

8.1. Since your purchase is a digital product, it is considered "used" once purchased and recorded on the blockchain that it was transferred to your address, all purchases made on V-Art are non-refundable or non-exchangeable. Because the products available here are intangible, there is a strict refund policy. As a consumer, you are responsible for making responsible decisions about the purchases you make online.

8.2. Generally, there is no refund obligation in the following situations:

- you have changed your mind about a digital object;
- you bought a digital object by mistake;
- you do not need a digital object after you have received it;
- you do not have enough experience to use the digital object;
- the digital object did not live up to your expectations.

8.3. You expressly agree that you use or may not use V-Art at your own risk. All items and services provided to you through V-Art (except as expressly stated by us) are provided "as is" and "as available" for your use, without any representations, warranties, or conditions of any kind.

## **9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

9.1. We do not warrant or represent that your use of our Site will be uninterrupted, timely, secure, or error-free.

9.2. We do not warrant that the results that may be obtained from the use of the Site will be accurate or reliable.

9.3. You agree that from time to time we may remove the service for an indefinite period of time or cancel the service at any time without prior notice.

9.4. Under no circumstances shall V-Art Corp., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim or any direct, indirect, incidental, punitive damages, special or consequential damages of any kind, including, but not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages based on contract, tort (including negligence), strict liability, or otherwise arising out of your use of the Service or any products acquired using the Service, or any other claims in any way related to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of using the service or any content (or product) posted, transmitted, or otherwise made available through the Service, even if advised of their capability. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions our liability is limited to the maximum extent permitted by law.

9.5. You accept and acknowledge:

9.5.1. The value of NFTs is subjective. NFT prices are subject to volatility and cryptocurrency price fluctuations can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you can lose money.

9.5.2. The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrencies, and other cryptographic-based items is uncertain and new rules or policies could materially adversely affect the development of the Site and the usefulness of NFTs.

9.5.3. You are solely responsible for determining what taxes if any, apply to your transactions. V-Art is not responsible for determining the taxes applicable to your NFTs.

9.5.4. There are risks associated with the purchase of items related to content created by third parties through peer-to-peer transactions, including, but not limited to, the risk of purchasing counterfeit items, mislabeled items, items vulnerable to metadata corruption, buggy smart contract items, and items that cannot be transferred. You

represent and warrant that you have done sufficient research before making any decision to sell, receive, transfer or otherwise interact with any NFTs or accounts/collections.

9.5.5. We do not control the public blockchains you interact with, and we do not control certain smart contracts and protocols that may be integral to your ability to transact on those public blockchains. In addition, transactions on the blockchain are irreversible, and V-Art does not have the ability to reverse any transactions on the blockchain.

9.5.6. There are risks associated with the use of the Internet and blockchain-based products, including, but not limited to, the risk associated with hardware, software, and Internet connectivity, the risk of introducing malicious software, and the risk that third parties may gain unauthorized access to your third-party wallet or account. You acknowledge and acknowledge that V-Art shall not be liable for any communication failures, failures, errors, misrepresentations, or delays that you may experience while using V-Art or any Blockchain network, regardless of the cause.

9.5.7. V-Art reserves the right to withhold collections, contracts, and items affected by any of these or other issues. Items purchased by you may become unavailable in V-Art. Under no circumstances shall the inability to view items on V-Art, or the inability to use the Services with the purchase, sale, or transfer of items available on any blockchain, be the basis for a claim against V-Art.

## **10. COMPENSATION**

10.1. You agree to indemnify, defend and hold harmless V-Art Corp. and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claims or demands, including reasonable attorneys' fees, made by any third party due to or as a result of a breach by you of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third party.

## **11. SEVERABILITY**

11.1. If any provision of these Terms of Service is held to be illegal, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed severable from these Terms of service, such as the definition shall not affect the validity and enforceability of any other remaining provisions.

## **12. TERMINATION**

12.1. The obligations and liability of the parties that arose prior to the date of termination shall survive the termination of this agreement for all purposes.

12.2. These Terms of Service are in effect until terminated by you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Site.

12.3. If in our sole opinion, you are not in compliance, or we suspect that you are not in compliance with any term or provision of these Terms of Service, we may also terminate this agreement at any time without notice, and you will be liable for all amounts due up to and including the termination date; and/or, as appropriate, may deny you access to our Services (or any part thereof).

## **13. FULL AGREEMENT**

13.1. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

13.2. These Terms of Service and any policies or operating rules posted by us on this Site or in relation to the Services constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written form between you and us (including, without limitation, any prior versions of the Terms of Service).

13.3. Any ambiguity in the interpretation of these Terms of Service shall not be construed against the party that drafted them.

## **14. APPLICABLE LAW AND DISPUTES RESOLUTION**

14.1. These Terms of Service and any separate agreements whereby we provide Services to you shall be governed by and construed in accordance with the laws of the State of New York.

14.2. Disputes and disagreements arising under this Agreement shall be resolved through negotiations.

14.3. The pre-trial procedure for resolving a dispute is considered mandatory.

14.4. If it is impossible to resolve the dispute on a voluntary basis, any of the Parties have the right to apply to the court for the protection of their rights.

## **15. CONTACT**

**If you have questions:**

Contact V-Art Corp.:

info@v-art.digital

**Write to us at one of the following addresses:**

The United States of America, 178 Columbus Ave 237190, NA, New York, NY 10023.

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