# Terms & conditions

# The Buyer

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### **Explanations**

Artist Arena (artistarena.co) with organization number 559346-4653, hereby called "Artist Arena", "Marketplace", "Platform", "Us" or "We".

A Seller is one who sells an item via Artist Arena.

A Buyer is one who buys an item via Artist Arena.

Artist Arena is a mediator of the Seller's products.

#### Artist Arena

Artist Arena is a mediator that connects people to sell and buy unique goods. Artist Arena is a marketplace where you as a Buyer can purchase items created by our Sellers. When purchasing any item from Artist Arena, you buy directly from the creator (Seller), which means that they choose shipping methods, etc. We do not pre-screen items sold on Artist Arena and do not guarantee any items sold on the marketplace or any content posted by Sellers.

### Accepting our terms

These terms set out your rights and responsibilities when using Artist Arena and other services provided by Artist Arena. By using any of our Services you are agreeing to these Terms. If you do not agree with the Terms, you may not use our Services.

# General

These Terms apply to all orders and purchases of items made by a Seller via Artist Arena. By approving and completing a purchase in the marketplace, you accept these Terms.

We reserve the right to change the Terms at any time, without prior notice. The version of the Terms that you accept when making an order applies to your purchase.

Swedish law is applied to purchases from Artist Arena. Konsumentköplagen 1990: 932 (Consumer Purchase Act) and lag (2005:59) om distansavtal och avtal utanför affärslokaler (the Act on distance contracts and contracts outside business premises).

If you have any questions about these Terms, please contact <u>artistarena@divemadhousemag.com</u>.

You must be over 18 years old to purchase any item at Artist Arena.

### Immaterial rights

All content on Artist Arena including all intellectual property rights, such as trademarks and copyrights, belongs to Artist Arena. Content may include, but is not limited to, text, image, graphics, video, audio, or media. All use of the content on Artist Arena, including copying or storage of such content or parts thereof, other than for your personal, non-commercial use, is prohibited without the written consent of Artist Arena.

### Prices

All prices in the marketplace include VAT and shipping costs.

Artist Arena and Sellers reserve the right to make changes to prices and range at any given time. The current price and range appear at the time of your order. In the event of a sale, this will appear at the latest in the order confirmation that is sent to your e-mail after the order has been placed.

# Orders

You place an order by clicking on "Complete purchase" or similar at checkout.

Worldwide delivery is possible. All orders include VAT and costs for shipping. Any customs and import tax are paid by the Buyer. For any questions regarding delivery to Sweden or any other country, please contact artistarena@divemadhousemag.com and we will do our best to help you.

A purchase is made only when Artist Arena or the Seller has sent an order confirmation to the e-mail the Buyer entered during checkout. An order confirmation will be sent to the Buyer's e-mail as soon as possible after the order has been registered with artistarena@divemadhousemag.com. Always check your order confirmation so that your order is correct. If something is incorrect in the order confirmation, please contact artistarena@divemadhousemag.com as possible.

### Payment

Artist Arena uses Stripe as a payment solution.

In checkout, information will be shown about which payment methods are available to you at the time of purchase. By placing an order in the marketplace, you agree that Artist Arena transfers the accounts receivable to the payment solution Stripe. For Stripe to be able to identify you, you fill in your e-mail address and postal code, among other things. Sometimes social security numbers and mobile phone numbers are also requested. The information you need to provide, and the payment methods offered may vary from time to time. Stripe can also take a credit report on you, and if they do, this information will not be visible to anyone else who requests a credit report about you and your credit rating will not be affected.

# Payment solutions

#### Credit card

The Seller can pay for the purchase with a credit card. Artist Arena uses Stripe which accepts all major debit and credit cards. All card information is encrypted according to current standards and rules and Artist Arena does not handle or save any card information.

### Discount

If using a discount code, you can enter this code at checkout before completing your purchase. It is not possible to combine discount codes with other discounts or multiple discount codes.

### Delivery

Delivery of your order is made with a shipping company chosen by the Seller. The cost for shipping is included in your order. In exceptional cases, an extra shipping fee may be added depending on the country of delivery.

Time for delivery varies between different items, the Seller, and the place of delivery. The normal delivery time is 3-20 days for deliveries within Sweden, certain exceptions may occur.

Delivery delays may occur, and we do not provide any guarantee that a specified delivery time remains. If delivery cannot take place within the agreed time, you shall be informed by the Seller without undue delay of the reason for this and shall be informed of a new delivery time. If the delivery delay is significant to you, you have the right to cancel the purchase. In such cases, you must notify us that you wish to cancel the purchase within a reasonable time after you have become aware of the delay in delivery.

The Seller is not responsible for fulfilling the delivery of the order if and to the extent that the obligation cannot be fulfilled due to circumstances that could not reasonably have been foreseen, including but not limited to war/war-like event, natural disaster, fire, industrial action, government decisions, non-delivery of subcontractors, transport problems, changed legislation and similar events. A force majeure event means that the Seller is released from its obligations to fulfill concluded agreements.

The Seller's liability is limited to direct damages. Their maximum liability to you for any losses or damages that arise in connection with your order on the Artist Arena marketplace is limited to the total amount of your order.

# Modification of sent shipment

If an order has been made and a change of announced address needs to be changed after the item has been sent, you need to contact the Seller. An extra charge may occur and is determined by the Seller.

# Right of withdrawal

As a consumer, you are entitled to fourteen (14) days right of withdrawal from the day you receive your order, according to lag (2005:59) om distansavtal och avtal utanför affärslokaler (the law (2005: 59) on distance contracts and contracts outside business premises). This means that you have the right to cancel your purchase by notifying the Seller within fourteen (14) days after you received the product. If you want to cancel your purchase, contact the Seller directly. The procedure for return may vary depending on for example the choice of shipment method and Seller.

If the item is in impaired condition upon return, we will deduct the refund corresponding to the reduced value of the product, if and to the extent that such depreciation is due to you having handled the product carelessly.

If you make a return, you as a Buyer are responsible for booking and paying for shipping.

# Complaint

The item you receive shall correspond to the image and size presented in the marketplace. However, nuance and such may vary due to environment, lightning, etc.

Transport damage can sometimes occur. If the item is broken or faulty upon arrival, you have the right to complain about the product. Such complaint shall be made directly to the Seller. To complain to the Seller, you need to take pictures of the damaged or defective product or damaged packaging.

As a consumer, you have the right to complain about your item within three (3) years of receiving the item. In order not to lose your right to make a complaint, you must, however, notify us of the error or defect within a reasonable time, normally within two (2) months, from the time you noticed the error.

If you complain about a product, the Seller will contact you within five (5) days. Do not return any product until the Seller has contacted you. The Seller chooses whether the error should be fixed or whether you should get a new product. If you are dissatisfied with a complaint matter, you can always contact the General Complaints Board at www.arn.se. Should we end up in a dispute, our policy is to follow the General Complaints Board's recommendations.

# Reimbursement in the exercise of the right of withdrawal

Once the Seller has received and approved your return, or proof has been provided that the item has been returned, your money will be refunded to the same account you paid with, which takes place no later than fourteen (14) days from your notice of exercise of the right of withdrawal. The full amount is refundable, including shipping, tax, and fees.

### How to make a complaint

Contact the Seller by email. If you can not find the Seller, contact <u>artistarena@divemadhousemag.com</u> and we will help you. Attach pictures of the damaged goods, damaged packaging, and the consignment note that is on the package. Thereafter, you decide with the Seller if you want a new product or a refund. The Seller will either send a new product together with a return shipping note so the return of the damaged item can be returned or send a return note for the damaged item and give a refund for the damaged item.

# Warranties and Limitation of Liability

You understand that Artist Arena does not manufacture, store, or inspect any of the items sold through the marketplace. We provide the marketplace where items are listed and sold directly by independent Sellers. Therefore, Artist Arena does not make any warranties about their quality, safety, authenticity, or their legality. Any legal claim related to an item you purchase must be brought directly against the Seller of the item. You release Artist Arena from any claims related to items sold through our marketplace.

We are not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the platform. You release us from all liability relating to that content. It is possible to interact with others through our platform. However, we do not screen users (Buyers or Sellers) of our platform other than to meet certain compliance and legal obligations, and you release us from all liability relating to your interactions with others. Please be careful!

We do our very best to be perfect and to meet your expectations, but we do not guarantee a platform without any errors or defects. You need to know that you do use our platform at your own risk. Did you find any errors? Please contact us at <u>artistarena@divemadhousemag.com</u>.

### **Contact Information**

If you have any questions about the Terms, please email us at <a href="mailto:artistarena@divemadhousemag.com">artistarena@divemadhousemag.com</a>.

These Terms were last updated on August 15, 2022