



## Terms & Conditions of Service

### 1. Introduction

These are the legal terms and conditions of the agreement that you must accept before engaging us in any consultancy or to design, develop or deploy website or data services. This Agreement may need to be read in conjunction with license agreements supplied with our other services, for example, the Subscription Licence Agreement for Artlogic Database services and the Data Processing Addendum which is our agreement under law for handling personal data. We may also be providing development work or importing your data which may be subject to additional agreements.

### 2. Definitions

#### 2.1 Terms used in this Agreement

- (a) "Artlogic Media Ltd", "us", "we", "Artlogic" means the Service Provider and Service Owner whose registered address is 1 Pickle Mews London SW9 0FJ, United Kingdom,
- (b) "You", the "Client" means the client who has signed up for an Artlogic service with whom this Agreement is made,
- (c) The "Solution", the "Service", "Services" means any services provided by the Service Provider,
- (d) "office hours" or "working hours" means Artlogic's advertised business hours which are currently Monday to Friday 9.30 – 18.00 (London, UK) but subject to change
- (e) "Terms", "Terms and Conditions" or "Agreement" means the legal terms and agreements to which a Client or prospective Client is required to agree before using the Application, Website or any of the Services provided,
- (f) the "Website" is the public facing resource provided by Artlogic using the Provider's Application and hosting services to enable the public to interact with and explore the Client's Content.
- (g) "Content", "Website Content", "the Content" means any photographs, pictures, content, text, artwork, files, programs, sound, graphics, video, data, and other similar materials that the Client uploads or "posts" to their Website or stores using services provided by the Service Provider, or material uploaded by the Client's end users,
- (h) "Website Code", "Application", "Content Management System", "Code" means the underlying Application operating and providing the website or service, excluding the Client's Content or material added by the Client's service users. The Application includes all HTML Source Code, CSS, programming code, and JavaScript and other materials either owned by or licensed to Artlogic Media Ltd, and the interface and functionality of the Content Management System used by the Client to administer their Website Content.
- (i) "Media" means any means of conveying information, whether now known or hereafter devised.
- (j) "Template" websites are pre-configured services where changes to the appearance can be made by the Client. Clients make choices and add their Content and we provide support when necessary.
- (k) "Bespoke" development services could mean any kind of prearranged programming task. Bespoke Website development may include a managed data migration to a template site or custom design / consultancy elements to the project. A fully bespoke project usually involves an extensive design and build process with discussions beforehand and a custom estimate and timeline for the project.
- (l) "Artlogic CMS" ("Content Management System") means the underlying back-end application and administration area for a website through which you add and edit content.
- (m) "Bandwidth" means the volume of data served over a given period of time.
- (n) "SEO" means 'Search Engine Optimisation'.

#### 2.2 Quoted prices in this document

Most prices in this document are quoted in British Pounds Sterling (GBP) and exclude any sales tax which may be paid in addition, depending on your location and your circumstances. All prices quoted here are indicative and may be subject to change.



Our 'standard charges' or 'standard rates', referred to in this document start at GBP 100.00 per hour. Sometimes we need to charge GBP 150.00 or even GBP 200.00 for complex programming or consultancy requiring the continuous involvement of a group of senior programmers, or company directors or for work outside of standard office hours. However, we keep our clients informed every step of the way and mostly work to agreed estimates.

### **2.3 Services provided**

Artlogic shall provide the Services in accordance with any bespoke Development proposal that is signed by both Parties, and this Agreement.

## **3. Disclaimer and Limitation of Liability, Remedies and Damages**

You will not use the Application, Website or Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Application, Website or Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Application, Website or Services.

### **3.1 Limited Warranty – Hosted online services and Websites**

THE APPLICATION AND THE MATERIALS AT THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. ARTLOGIC MEDIA LIMITED AND ITS OFFICERS, DIRECTORS, SUBSIDIARIES AND CONSULTANTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT OUR SERVICES OR ANY CONTENT ON OUR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE WITHOUT INTERRUPTION, ACCESSIBLE, BE ACCURATE, RELIABLE, TIMELY, USEFUL, COMPLETE, SAFE, FREE OF ERRORS, THAT DEFECTS WILL BE CORRECTED AND THAT OUR SERVICES IN ANY WAY WILL GIVE RISE TO ANY SPECIFIC RESULTS. THESE LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT ARTLOGIC HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW IN SOME COUNTRIES MAY NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

### **3.2 Limited Warranty (Bespoke development)**

Artlogic Media Ltd. warrants that the software/solution/services provided will substantially conform to the agreed specifications at the time of delivery. Artlogic Media Ltd.'s entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at Artlogic Media Ltd.'s option, refund (or partial refund) of the development fees or repair to the defective software. We are not responsible for any ongoing maintenance or enhancements. As the design and programming of bespoke websites is, by its nature, unique, any changes or enhancements will need to be agreed, costed and scheduled by the Provider to implement new ideas, new functionality, to satisfy new legal obligations or internet standards or to exploit the availability of emerging technology or to remedy changes in third-party services that the Client's system was built to use, including, but not limited to, social media feeds, Google Tag Manager, payment gateway services and external mailing lists.

### **3.3 Limitation of Remedies and Damages**

IN NO EVENT SHALL ARTLOGIC MEDIA LIMITED OR ITS AGENTS, SUBSIDIARIES, DIRECTORS OR OFFICERS OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE FOR ANY CLAIMS, LOSS OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLUTION, EVEN IF ARTLOGIC MEDIA LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARTLOGIC MEDIA LTD.'S LIABILITY TO YOU FOR DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE GREATER OF ONE THOUSAND POUNDS STERLING OR THE MONEY PAID FOR THE COMPONENT OF THE SOLUTION THAT CAUSED THE DAMAGES.

### 3.4 Legal Indemnity

THE CLIENT AGREES TO INDEMNIFY THE PROVIDER AND ITS SUBSIDIARIES DIRECTORS AND OFFICERS AGAINST ALL LEGAL COSTS, FINES, DAMAGES AND JUDGMENTS RESULTING FROM LEGAL ACTION BY ANY THIRD PARTY FOR ANY REASON WHATSOEVER WHERE IT IS LINKED TO A SERVICE THAT THE PROVIDER HAS PROVIDED TO THE CLIENT EXCEPT WHERE SUCH LEGAL COSTS, FINES, DAMAGES AND JUDGMENTS RESULT FROM THE ACTIONS OR OMISSIONS OF THE PROVIDER. THE CLIENT AGREES TO THIS INDEMNITY WITHOUT LIMITATION, WHETHER THE CLIENT IS CITED IN THE LEGAL ACTION OR NOT AND WHETHER THE ACTIONS ARE CONTESTED, OR EITHER OF THE PARTIES PREFER THAT THE MATTER IS SETTLED OUT OF COURT.

## 4. Accessibility for Public Websites

Maintaining accessibility of your website may be a requirement by law in certain countries, included but not limited to the [Americans with Disabilities Act \(ADA\)](#) in the United States.

It is your duty to fully research your accessibility responsibilities. You may wish to seek expert accessibility advice and legal advice as you are responsible for ensuring that the website conforms to any accessibility guidelines and laws and to provide adequate accessibility training. You may wish to create an audit trail indicating ongoing vigilance, for instance regular internal and external testing, which may be useful for a legal defence. Even the highest standards of accessibility still may not prevent website owners from receiving vexatious claims.

We will strive to ensure that bespoke websites are built and delivered according to the [Web Content Accessibility Guidelines \(WCAG\) 2.1](#), which is the most widely adopted accessibility guidance available at the time of writing. We have conducted extensive work to implement the same high standards of accessibility across all our new websites. It is not possible for us to be familiar with accessibility standards in every country and in every legal jurisdiction, so we recommend that you obtain an accessibility audit from a local third party specialist if desired to ensure any works we have carried out meet the relevant standards before the site is made live to the public. It is also important to understand that you are responsible for maintenance of your website's accessibility from the point at which the website has been delivered to you, as any changes to the content or functionality may affect accessibility.

We assume no liability for achieving or maintaining accessibility standards on your website, you agree to indemnify Artlogic Media Limited and its subsidiaries, directors and officers against all legal costs, fines, damages and judgements resulting from legal action.

## 5. Our Fees

### 5.1 Subscription services

For template websites, Online Viewing Room microsites, Databases and any bolt-on services, our Fees are normally set out in quotations which the Client will sign. The fees are normally subscription based and include hosting and support at different levels, depending on the price point. Our fees for alternative packages or additional services that a Client may require in addition to their subscription are set out on our website or available on request.

### 5.2 Bespoke projects

- **Design and Development:** The size and scope of each bespoke project can vary widely. For each project we will supply a proposal containing information about the design stages, the design review process, information about inserting and editing your material, an estimated timeline, project milestones and a cost estimate with the following instalments:  
40% initial deposit, 30% on approval of designs, 30% on delivery of site as specified.
- **Hosting and support:** After delivery of the site, there is an ongoing hosting fee, quoted at a monthly rate but typically paid quarterly or annually. This includes technical support by email or phone providing it relates to the functioning of the website or the CMS. For clients who want to guarantee optimum performance for their site or for sites which are expected to be (or become) very busy this may involve a dedicated server (see below). We reserve the right to charge ongoing (hosting) fees once we have



delivered your website in accordance with our agreement, whether or not you have finished preparing your material or finished checking that our service meets any agreed criteria.

### **5.3 Ecommerce**

We are pleased to offer ecommerce to any website client who would want to sell art, books or tickets online. With most clients, there are no monthly fees and we take a small commission when you make sales. The commission rate can be reduced for successful ecommerce sites by choosing a plan with a monthly fee. Either way, you will need an account with Stripe, who can process transactions for any major credit card. They will make a small deduction from the total for payment processing and currency conversion and release the funds to you 7 days later. Stripe is free to set up and there are no monthly fees. It is not available in every country and we may be able to offer an alternative method depending on your location. See [www.stripe.com](http://www.stripe.com) for details of their pricing and service. The Provider is not responsible for the accurate calculation of Sales Taxes, the filing of tax returns or the payment of sales taxes due by any Client within any territory.

### **5.4 Fee changes**

Although we tend to hold our prices steady for a number of years and sometimes reduce them, they may be subject to periodic review as our products change or where there are rising supplier costs. We will increase our fees no more than once per year and attempt to notify you in writing 90 days before the first invoice at the new price. Our hourly rate only rose once in twenty years but this also may be subject to revision.

### **5.5 Payments to Artlogic**

Payment of our invoices must be made in accordance with the credit period offered on the invoice, if any. The Client is responsible for ensuring that Artlogic receives explicit instructions regarding the up-to-date contact details for the correct person, people or team that organises payments for the Client.

Development instalments should be made by BACS, Faster payments, Wire transfer or another bank transfer mechanism to reduce delay in receiving cleared funds. All Ongoing fees and subscriptions should be settled automatically via Direct Debit in the UK, ACH or AutoPay in the USA, or by credit card elsewhere. Payments of all invoices should be paid by BACS / CHAPS or Wire Transfer in preference to Credit / Debit card.

### **Late Payment**

After 30 days overdue, interest may be charged at 8% above the Bank of England rate, in accordance with the Late Payments of Commercial Debts (interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

The Provider will use reasonable endeavours to contact the person or people the Client has stipulated should be contacted for payment. Multiple reminders will be sent. Failure to pay our invoices promptly breaches this Agreement.

The Provider will not continue to provide services if they are not paid. Services will be suspended or terminated and data which does not belong to the Provider will be deleted if no funds have been received from the Client and no contact can be established.

We may pass on unpaid debts to a debt collection agency who may levy their own reasonable fees for debt recovery (to you or to us) which you agree to pay. If you are not charged any fees by the agency, you will need to reimburse us for any recovery fee we forfeited to pay the agent if we continue to provide our services.

## **6. Privacy**

We require clients to be committed to responsible data management and subscribe to the principles of the data protection legislation in the EU. You should always describe how any data collected from end users is to be used and obtain explicit consent to add them to your mailing list. The information provided by end users should never be made available for sale or use by third parties.



In order to maintain and improve the delivery of our service and provide support, it is necessary for us to understand user behaviour, the performance of each Client's services and investigate any concerns in detail. In order to create meaningful insights about your services, we may need to extract and process aggregate data. Our services require the setting of cookies to function correctly for administration, wish lists, ecommerce and Google Analytics plus any other services you require us to add to help with SEO, ecommerce, etc. See Cookies, below.

As data processors, we will not deliberately share or exploit any data you have collected without your knowledge or consent in any way that would reveal personal information about any individual or reveal any commercially sensitive information.

The Client may authorise the Provider to share the Client's data, at the Client's request, with other companies providing a service with which the Provider has developed an integration path. Such services may include payment gateways, sales platforms, mailing systems or external CRM systems. If the Client is also a client of the Third Party service provider, the Client should ensure that their agreement with that company is bound by confidentiality obligations no less stringent than those contained within this Agreement. The Provider accepts no responsibility or legal liability for any direct or indirect damages, consequential loss, reputational damage or judgments for any breach, misuse or loss of the Client's data as the result of the action or inaction of any Third-Party provider.

We are concerned about the safety and privacy of all users but particularly children. You should not knowingly solicit personal information from children or request personal information from them. For any services that do or could target young users, clients should advise anyone under age 18 to obtain their parent/guardian's permission before they provide any personal information to the website. Clients should also advise caution when asking younger people to reveal personally identifiable information about themselves.

Our Privacy Policy does not form part of this agreement as it extends to include end users for our own website and is subject to change. <https://artlogic.net/privacy>

Our [Data Protection Addendum](#) does form part of this agreement. A copy signed by us will be sent to you in order to collect your signature.

## **7. Cookies**

All Artlogic services use a technology called "cookies". A cookie is an element of data that a website or web-based application sends to end user browsers that is then stored on their device. We use cookies to create aggregate data relating to website use and for 'session management' which is necessary for clients to administer their Content. For this reason, you must allow cookies in order to use our Services. If you do not wish to allow cookies you cannot use our Services. You may safely delete cookies placed by the Service after you log out of the Service. If you delete cookies whilst logged into the Service your session may be ended and you may need to log in again. Read more about the way we use cookies on our website: <https://artlogic.net/cookies>

## **8. Security**

At set up, your principal contact or nominated system administrator will be informed of their username and password. Once notified by email, their first act should be to change their password, before going on to set up any other users. This step is essential and after that point, we do not know your password and could never recover it. We recommend that all users of our services use a reputable password manager and strong passwords. We recommend the use of two-factor authentication for all users where this is possible. You must make sure that your username is your email address and that you can always receive messages to this for password recovery purposes.

You agree to keep your administrative login ID and passwords safely and notify us immediately if you think it is no longer secure. Service users are responsible for all activities which take place when your credentials have been used, whether authorised or not. Any work required to restore data as the result of a breach caused by bad security will be chargeable. You may not use another person's user details at any time, without their express permission.

If we believe a serious breach of security has occurred, we reserve the right to suspend or close your account without notice. We reserve the right to withdraw administrative access to the site to protect the data integrity of our clients' files from traffic on the internet, including actual (or suspected) viruses, denial of service attacks or hacking attempts.

System administrators must make all necessary changes to add, remove and edit user permissions. We cannot add, edit or remove permissions as our support team does not have the authority over your data and will not be able to confirm the current authority or position of anyone calling or emailing. If an administrator leaves your organisation, it is essential that another user has administrative access to remove their access and set up replacement users.

## 9. Acceptable Use

9.1 ARTLOGIC ALLOWS ITS USERS OR ACCOUNT HOLDERS TO POST MATERIAL ON THE WEBSITE AND SHARE IT WITH OTHER PEOPLE IN PERSON, VIA EMAIL AND VIA HYPERLINKS TO WEB PAGES ON OTHER HOSTS. ARTLOGIC DOES NOT CONTROL OR ENDORSE THE CONTENT AND CANNOT GUARANTEE THE ACCURACY, INTEGRITY OR QUALITY OF SUCH CONTENT.

END USERS OF ARTLOGIC SERVICES MAY BE EXPOSED TO CONTENT THAT THEY CONSIDER TO BE OFFENSIVE AND/OR INDECENT OR REPORT THAT MATERIAL PUBLISHED ON YOUR WEBSITE OR THE APPLICATION INFRINGES THE LAW. ARTLOGIC WILL NOT BE LIABLE IN ANY WAY FOR ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF ANY CONTENT TRANSMITTED VIA THE SERVICES AND, AS A CLIENT, YOU AGREE TO BEAR ALL RISKS ASSOCIATED WITH THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY OR COMPLETENESS OF SUCH CONTENT.

WE WILL FOLLOW UP ANY SUSPECTED BREACH OF THESE TERMS AND CONDITIONS, RESPOND TO COMPLAINTS FROM END USERS AND COOPERATE TO THE FULLEST EXTENT WITH ANY LAW ENFORCEMENT AGENCIES.

9.2. We acknowledge that in order to create Content pages on the Application or Website which you can share, you may, from time to time upload material for which you do not own the copyright, such as photographs of works by artists. However, it is your responsibility to ensure that you have secured the necessary rights to publish copyrighted material and you agree to indemnify Artlogic Media Ltd and its subsidiaries, directors and officers against all legal costs, fines, damages and judgements resulting from legal action regarding any content you put on the Website or Services. You acknowledge that all photographs, pictures, content, text, artwork, files, sound, graphics, video, data, and other similar materials that you upload or "post" to the Website or store in the Application ("the Content"), whether posted publicly or transmitted privately, are your sole responsibility.

9.3. Our right to distribute the Content. Artlogic does not claim any ownership rights in the photographs, pictures, content, text, artwork, files, sound, graphics, video, data, and other similar materials that you upload or "post" to the Website or store in the Application ("the Content"), however we do need your permission to display the Content within the Application or Website, or on any of the Services we provide as part of the Service. For instance, if you use any kind of 'embedded image galleries' facility to embed material within another website, we need your permission to do this. For this reason, you hereby grant to Artlogic Media Ltd a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly display and reproduce such Content, including without limitation distributing part or all of the Content in any media formats through any media channels necessary in order to provide the Service. In the event of any dispute arising over the misuse of such Content, we reserve the right to remove material without warning.

9.4. No agency with third parties. You agree not to use the service on behalf of others to store, to make or offer to publish material, to make web pages or disseminate documents, images, emails, information or embedded slideshows whether it is for commercial gain or not. Individuals or organisations who have material to store, present, offer or distribute need to have their own accounts.

9.5. You agree not to use the Services to send any unsolicited messages, commercial or otherwise, in breach of any privacy legislation; post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, threatening, abusive, harassing or unlawful; post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, sexuality, nationality or otherwise; threaten, abuse, disrupt, violate the legal rights (including rights of privacy and publicity) of others; use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party; make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another; collect or store personal information about

others, including email addresses without user consent; impersonate any person or entity for the purpose of misleading others; violate any applicable laws or regulations; use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services; post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement); attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Services through hacking, password mining or any other means. We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

9.6 You agree not to use the Services to offer for sale or to sell anything that we, at our sole discretion, consider to be illegal, fraudulent, stolen, dangerous, subject to export control or in breach of sanctions. You agree that you are responsible for paying applicable sales taxes.

## 10. Intellectual Property Rights

The website service we provide, (including without limitation the design, everything that forms part of the look and feel of the user experience, the software and source code, as distinct from the Content that you, or your end users, upload or "post" to the Application or Website) belongs to Artlogic Media Ltd and is protected by copyright, trademarks, patents and other intellectual property rights and laws. The copyright for the design on your site or services will rest with the copyright holders. Reproduction of our designs is not permitted without first seeking written permission from the copyright holders (including ourselves which we will not unreasonably withhold) unless you have clauses in a separate development agreement.

This Agreement doesn't grant you any right, title or interest in the Services and you may not copy any of the source code or JavaScript files owned by Artlogic Media Ltd or used in the Application or Website unless specifically allowed in the licence displayed at the top of each file. The Application code and Website code uses JavaScript and other source code which may be owned by a third party. You do not have the rights to use any material we pre-populate in a new website or in our demonstration systems or support website or email communications. Any feedback or suggestions you offer to us can be used by us without payment, permission or restrictions even after this agreement is terminated.

## 11. Website Launches

In order to make your website live and visible to the public, you will need to make some changes to point your web traffic for your domain(s) to our servers. We will provide instructions for which settings (DNS) need to be changed. There is no need to change the domain registry, change your email provider or anything else. Once your DNS has been updated it can take up to 72 hours to take effect. You are responsible for making these changes and we advise using an IT support professional for managing your DNS.

We can attempt to complete the DNS changes on your behalf for a fee of GBP 150 / USD 200 on the condition that you supply access to your Name Server control panel. This is a routine matter for our technical staff, especially if the DNS is adjusted at a mainstream domain registry (e.g. GoDaddy, 1and1, 123-reg, Network solutions, etc.). However, where the DNS setup is more unusual, we may need to charge additional fees or we may not be able to complete the changes on your behalf. We encourage you to check at the start of the project that you have the information about where and how changes to your domain name can be made.

## 12. Termination

We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, non-payment of our invoices or another breach of these Terms and Conditions. In the case of Template websites, we may also at any time, at our sole discretion, discontinue the Services or any part thereof without prior notice. For Bespoke websites, we will attempt to communicate with you to provide the greatest practical notice period and supply a reason if we need to modify or discontinue your service. You agree that we shall not be liable to you or any third party for any termination of your access to the Application, Website or Services. We would provide no less than 90 days' notice of any alteration of service, including cancellation. If you have a paid

account, you have the right to terminate your account with no less than 90 days' notice by emailing us at [info@artlogic.net](mailto:info@artlogic.net).

### **13. Scope**

#### **13.1 Inclusions**

You should check on the sign-up form for our subscription website and database services, or the proposal document for bespoke services, that the Solution/s you have requested will include everything you need. You should not assume that we offer any service or feature that you need without checking in advance that it is included and meets your requirements. If we do not currently offer a feature that is important to you, we will strongly consider adding it, where possible, and give you an estimate and a roadmap for adding the feature.

#### **13.2 Exclusions**

Any list of exclusions cannot be both brief and exhaustive but for the sake of clarity, all the following are excluded unless by prior written agreement.

- Importing material or data entry for the material to your database or website.
- Translating your content (or offering automatic translations) for any material or our administration systems into multiple languages, including button names, menus, etc.
- Relating the website to any external system, shopping cart, mailing list unless by written agreement or relating our various different services together in ways that are not currently demonstrable.
- Customisation to give users different views and privileges, private areas.
- Any sections, special website pages, forms or functions that have not been discussed.
- All websites requiring customisation to reflect multiple locations.

### **14. Fair Use - File storage**

14.1 You agree to disclose your intended requirements for the Solution so we have the opportunity to agree to the types and volume of files you will be storing on, or serving from, our systems.

14.2 Except by arrangement with Artlogic, you must not upload large files for instance high resolution image files, archives, large EPK and presentation documents, or thousands of smaller documents that are not part of an active inventory or public website. It is against our fair use policy for clients to use our solutions as a 'cold', archive storage, an intranet, an extranet or to serve files that are available on other websites or in email signatures or for your backups.

14.3 You must not upload, store or attempt to stream or serve audio or video files. If you want to include media as part of the Solution, we recommend that you open an account with a video streaming service such as Vimeo and integrate with that. Vimeo will create, transcode and stream files which are perfect for each device and format and you can use the embed code to place the files on any page of your website.

14.4 It is not acceptable to store information in Artlogic CMS that is unavailable to the public through the pages of the website.

### **15. Fair Use - limits to records, traffic and resources**

#### **15.1 Record limits**

You agree to disclose the number of records you anticipate your Solution will contain so we can ensure that the Solution will always perform well and will not impact other clients or the costs for hosting your Solution. Although we offer fixed price 'Unlimited' services, there still have to be generous upper limits to the number of records (e.g. artworks, artists, exhibitions, publications, etc.) that a website, database is allowed to contain. Almost all our clients would never approach these limits.

For websites of any kind, if you intend to add more than 10,000 artworks, exhibitions, artists or any other records to your website you should consult with us first. If you intend to add more than 200 artwork categories, this may cause usability issues and we advise against this unless bespoke development and hosting arrangements are in place.

For large numbers of records on your site, additional charges may apply. If you are on a Bespoke website, some re-coding may be necessary to improve performance and user experience. If you are on a Template website it may not be possible to meet your needs within the standard hosting price, if at all, and you may need to transition to a Bespoke website. You must consult with us at an early stage if you think you may exceed these limits.

## 15.2 Traffic Limits

Our sites are well planned from a technical perspective and we have a robust serving infrastructure. Most clients go nowhere near the traffic limit. Announcements to a gallery's entire mailing list plus social media activity encouraging visits to a website would seldom exceed traffic limits.

In order to keep charges to a minimum, and unless you have agreed in advance to take a dedicated server, we will host your site on a server shared with other websites. Our shared servers are sufficient for all but the busiest sites (99.4% of all our websites at June 2019).

No single server is capable of hosting a website with unlimited traffic especially if traffic is concentrated into a short time period. As responsible service providers, we must balance the needs of all our clients on shared server architecture so if your traffic increases because of a planned event or owing to exposure on major media outlets or social media, you must allow Artlogic to make decisions for the well-being of your site and the other clients, though this may mean your costs increase. We will insist that some sites on shared servers and all websites on dedicated servers use CloudFlare which is a CDN caching service. It requires you to pay them a small monthly fee and use them as your DNS provider for the domain name of your website. It is a very widely used service in our industry and offers great performance enhancements to your website around the world. See CloudFlare.com

You agree to disclose your expectations for website performance, typical traffic (daily visits), expected spikes in the volume of visits, sales before we start working together. You must coordinate with us if you anticipate, or are actively trying to generate, high traffic on a particular date and especially at a particular time of day.

The following are indications of our standard traffic and shopping cart activity limitations that we use as a guide:

- Included in the base prices on shared servers, your site would have an allowance of up to 2,000 sessions per day (as measured by Google Analytics). If you have online shopping, up to ten people could be considering purchases or adding payment details at a time. If you anticipate that your traffic will exceed these limits, you must consult with us but we are able to offer indicative pricing, subject to change.
- If your site traffic exceeds this level, your website or system would need to be on one of our dedicated servers (see below). The entry level dedicated server is GBP 400 per month, for up to 4,000 sessions per day and 25 simultaneous shoppers. A more powerful server allowing up to 8,000 daily sessions and 50 concurrent shoppers (or even higher limits) are available upon request.
- Additional charges for email delivery will apply if you exceed any free allowance that you have been allocated.

## 15.3 Dedicated servers

If the traffic or bandwidth on your site reaches a level, either temporarily or consistently, where it is impacting on the performance of other sites on the same server, we reserve the right to move it to a dedicated server (or multiple servers for exceptionally busy sites) which will incur additional hosting fees. Depending on their size and power, dedicated servers starting at GBP 400 per month. If your website is connected to an Artlogic Database and you are offering ecommerce which updates the database on demand, you will require two servers.

All clients with websites on Dedicated Servers are required to use CloudFlare which we can help you set up.

#### **15.4 Managing high traffic events**

However, opening an online art fair (with the associated press attention and the coordinated email blasts and social media posts from all participating galleries and many galleries may be beyond the capacity of a dedicated server. Also holding (for example) a print sale (or 'print drop') by an exceptionally popular artist at a specific time could cause a huge spike in traffic that may make your site unresponsive or temporarily unavailable which would cause reputational damage and a potential loss of earnings. If you are planning any high traffic sale events it is vital you let us know before you sign up for a website, and contact us well in advance before any scheduled event. We may require you to pay for us to move your service to a dedicated server or, if you are already using one, we may wish to increase its power and memory for the period of the event, which will incur additional charges. If you are planning a sale event which in our judgement is beyond the capability of a single server, we may recommend integration with a massively scalable third party service such as Shopify for the duration of the sale or some mechanism we can provide. This will require planning and additional charges will be incurred so it is very important you discuss your needs with us in advance, preferably weeks before the event is scheduled. Exceptionally busy sites may require multiple servers for hosting and caching efficiently and even, on extremely rare occasions, a technology called 'load balancing'. Such operations require a lot of technical oversight and must be deployed on high performance equipment with high daily running costs.

#### **15.5 Website Caching**

The public presentation of your website content will be cached for a few minutes to speed up page load times and increase the amount of traffic your site can handle. This also means there may be a short delay between your editing content and the changes being visible on the public site. The cache time is typically five minutes but this is subject to change at our discretion depending on general traffic levels on your site or on a shared server. Our priority is to offer the best possible service to your website visitors. Please contact a member of the support team if you have any concerns or specific needs or if you urgently need to clear the cache. We cannot guarantee to clear the cache on demand, or do so frequently, and there must be a specific need for it, e.g. highly misleading content, potential reputational damage or legal implications. As this procedure must be done by a specialist technician we reserve the right to charge for it and it is subject to a suitable technician being available at that time (typically in UK business hours).

### **16. Professional Consultants and SEO**

16.1 Our team is unable to support queries received from specialist third parties whose professional services you have engaged, for example, lawyers, management consultants, or agencies specialising in security, accessibility, or search engine optimisation (SEO) as part of our service.

16.2 If you require us to liaise with a third party, we are happy to do so at our standard hourly rates when authorised by the account owner. All our time will be charged for and added to your next invoice.

16.3 Although our websites are built with excellent SEO capabilities and tools as standard, we are not a specialist SEO firm and do not offer SEO analysis, coaching, strategy, training or consultancy as part of your website project. A full suite of SEO tools is available to you in ArtlogicCMS but it is your responsibility to manage any input of data. We are happy to provide information on how to use the tools but our explanations may, by necessity, be highly technical and may require some background understanding. Our support staff may not have the training to answer very specialist SEO questions in which case we may be able to offer you help from an in-house SEO technician. Depending on the complexity of the task, additional charges may be incurred but any such charges will be agreed in advance. If you need SEO advice we would recommend getting in contact with one of our SEO partners - please contact us for details.

16.4 Our built-in SEO tools have been created in consultation with SEO experts but there is no single 'right way' to do things and SEO decisions are by nature subjective and experimental. Our priority has been to make a system which offers good SEO tools 'built in' without requiring you to spend unnecessary time administering your website. If you have engaged a specialist SEO expert and their judgement differs from ours, we will happily consider their recommendations and discuss the implications and costs of implementing their ideas, but we reserve the right not

to do so if we do not agree with their judgement or their recommendations would require a major structural change within the website or ArtlogicCMS.

## **17. International use**

You agree to comply with all applicable laws regarding the transmission of personal data exported from the EU, no matter where you reside and comply with all local laws and rules regarding acceptable use of, and conduct on, the Internet.

## **18. Credit**

### 18.1 Bespoke websites

We would like you to accept the principle (even if we do not exercise this option) that at least one page of the site will contain a small credit, 'Site by Artlogic' (or similar), preferably containing an unobtrusive hyperlink to our own website. This is normally a pale grey, somewhere in the footer, below the copyright line. You agree to list us in any page containing details about copyright holders.

### 18.2 Template websites

All template sites display a small production credit, 'Site by Artlogic' (or similar), with a discreet hyperlink to our own website. This is normally a very pale grey, somewhere in the footer, below the copyright line. You agree to list us in any page containing details about copyright holders.

## **19. System Requirements**

You can use Artlogic database and Artlogic CMS on a wide variety of modern hardware devices and operating systems. There are only a few essential requirements you need.

- You must enable JavaScript (on by default), enable cookies and enable pop-ups for anything on app.artlogic.net and other domain names, including your own.
- You may use any major modern browser popular in North America and Europe but we recommend Google Chrome.
- Many documents download as a PDF but in order to open all documents generated by Artlogic CMS or the Artlogic Database correctly, you may need Microsoft Word and Microsoft Excel.
- It would help you to use the system to make sure that 'mailto:' hyperlinks open in your preferred mail client. Normally this works on all computers but clients with browser-based mail may need to install relevant plug-ins. The IT contractor who arranged your mail should be able to fix this up for you. We can also advise some plug-ins to help.
- To access any App or browser-based service we have developed on iOS and Android devices, make sure that you use an operating system released in the last two years.
- If, with your agreement, we deploy technology requiring that users' browsers have a plug-in, or certain browser settings, we will not be liable for changing the functioning of the site if you become concerned that some users cannot view the site correctly or make full use of the features.

## **20. Bespoke Development Process**

20.1 Our responsibilities are largely restricted to the construction of a mechanism for you to store, share and publish information. We do not originate text, images, animations or movies or input any of your material without prior written agreement. We will, at our discretion, populate sample web pages or records if you provide suitable copy supplied electronically in accordance with the delivery timetable in our proposal documents or agreed production schedule. If an application, website or service has a section devoted to artworks for example, we will populate a few sample items to demonstrate the designs, processes and functionality only. If you need us to generate, correct, import or input your material, contact us in good time to arrange an estimate.

20.2 We will require additional payment for working with content and functionality which is beyond the scope of the project outlined in our proposal or agreed in meetings or by correspondence.

20.3 Requirements that are sufficiently clear for us to prepare an estimate rarely require much further discussion. If you have included key information about your aspirations for the project and any market comparisons within your functional and design brief, one or two meetings are all that is needed throughout the process of any small or medium sized bespoke project. Where we foresee the need for additional consultancy and levels of Client approval, we normally make allowance for this in the budget. Unless specifically stated in our estimate, we may charge for our time (plus travelling time) for meetings and consultancy (including preparation and follow up) relating to the nature, creation or gathering of content, any advice or best practice guidelines in terms of managing the project from your side or helping you resolve roadblocks or internal disagreements. We may also levy consultancy fees for discussion of new requirements that change the brief (except time spent preparing new estimates). We will provide feedback on our progress and flag up milestones in the production schedule. For our own internal use, we might develop sketches, storyboards, user journeys, and other files. To share this material would require a lot of additional preparation and communications and so we would only share this material if there are funds itemised in the budget for this level of inclusion, explanation and presentation.

20.4 Our prices and schedule for each project (or all work undertaken) assume that the Client will supply all relevant material and instructions in accordance with the production schedule and the material will be well organised and sent to us via a file transfer service (or on a storage device). Should your copy/content or instructions be delayed or withheld, we cannot be held responsible for subsequent delays. We reserve the right to complete the project/work without incorporating delayed material or feedback and issue our invoice.

Unclear instructions or feedback that contradicts the brief or earlier feedback, the late supply of feedback, material or instructions or any action or inaction by the Client that necessitates additional meetings or that causes us to rework designs and programming may be chargeable.

20.5 The contract to develop services cannot be cancelled or postponed without adequate compensation. No refund will be available from us for the first payment of contracted projects (normally 40% of the total). All our time spent on planning, consultancy, design and development work shall be paid for, up until receipt of written notification that you no longer require supply of the finished products/services.

#### 20.6 Design sign-off process

i) We present our design and user interface ideas in order to obtain 'look and feel' approval. This often may proceed in stages: first a concept, then an expanded and revised concept proceeding to a fuller set of detailed template ideas. If at this point, the 'look and feel' is accepted, we will develop a solution along agreed lines, to fulfil your stated requirements.

ii) 'Look and feel' approval on our final set of designs must not be unreasonably withheld or delayed. This step usually follows earlier approval stages and we must be able to proceed with revision requests taken on board rather than revise and re-present before as this may affect the schedule. Acceptance of the 'look and feel' and/or change requirements must be supplied within 10 working days of presentation. Look and feel is here defined as the proposed logical operating system, the suggested layout, navigation devices, and fundamental aspects of design common to many web pages (such as font sizes and colours; the use of space, graphics and headings and the use of logos).

## 21. Artlogic's Undertakings and Level of Service

We charge ongoing fees for all our subscription services for maintaining and developing the underlying applications and servers that permit it to function and for providing technical support. Ongoing fees also apply to our bespoke Solutions.

21.1 Artlogic's solution hosting (serving) operation is fast, secure and reliable. Our Service Level Agreement with Google Cloud Platform (our main service provider) does not guarantee greater than 99.5% uptime however, uptime for our solutions is typically above 99.95%. No supplier can deliver 100% uptime as every internet device relies on a long and complex supply chain for their connectivity and there will be occasions when a service will be interrupted

for maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond our control.

Our serving operation ensures maximum uptime and fastest possible connection speeds. We utilise the technology of global technology firms such as Google Cloud Services and Amazon Web Services to deliver our service. Their networks and routing capability speeds up the delivery of the service and the data is self-replicating which leads to a more reliable service. Our systems monitor the performance of the service every minute and notify us of any problems. We will always investigate any problems with our service. Our team has worldwide, on-screen, secure access to the servers to track problems and trace any hold up in internet traffic. Some client or end user data (images, movie streams, documents) are stored and served from resilient, reputable and fast CDNs (Content Delivery Networks). This replicates data on multi-regional sites to maximize the speed of your website or database system, allowing items to be downloaded from multiple servers simultaneously and content may be stream in from servers that are closer to the user than our EU-based database servers. We can provide a full list of our suppliers but we are unable to make bespoke hosting arrangements.

21.2 We will make every effort to ensure that your Solution has a reliable connection and server capacity adequate to handle site traffic, subject to fair use and traffic limits. Site speed and availability may depend on hardware and connections beyond our control. We cannot be held responsible for internet connection problems upstream of our server or other internet services upon which all websites rely, such as the domain name server system (DNS).

21.3 Support levels vary with the services supplied. Long term, on-going support by email is available free to most of our standard and bespoke clients, providing the requests are reasonable and they relate to the use of the Solution we have provided. Phone support is available to most bespoke website and Artlogic Pro database clients.

Artlogic will undertake within 6 working hours (London and New York time zones) to respond to you about any problems you report. If the investigation requires a UK developer or technician outside of UK office hours we may get back to you the following working day. Where the fault appears to be with your connection to our servers, please check that there are no deficiencies on your network, browser, hardware, DNS service, or internet connection. If a fault renders the service unusable for all users, owing to speed, login failure or non-connection, we would attempt to resolve this within minutes, unless there is a persistent fault upstream of our servers. Leaving voicemail and using a dedicated email address for out of hours help will flag urgent messages to a group of senior staff. For urgent support, every effort will be made to raise a suitable technician outside of our standard office hours.

21.4 **Training:** Except by prior agreement with Artlogic, no formal group or one-to-one training is included in the cost for any service. Training sessions can be arranged at our standard hourly rates either at our offices in London and New York, via screen sharing sessions or on premise (travelling time and related expenses will apply).

21.5 **Professional conduct:** We aim to reach the highest standards and we are always working to improve our services. We employ a highly educated, skilled and valued team who are here to help. Our support team will respond to your questions and requests with a friendly, polite and professional manner. You are welcome to let us know about any problem with our services or any action or inaction by our support team or any discourteous behaviour by any member of our team. Any complaint will be investigated and we will take appropriate action.

We want Artlogic to be an enjoyable, creative environment where we can engage in a positive dialogue with our clients, collaborate on ideas and achieve our best for all our clients by retaining and developing our team. This means we cannot accept rude, belittling or inappropriate behaviour from anyone. Failure to treat our team with courtesy and politeness may lead to a temporary or permanent withdrawal of support or we may insist on a change of contact at your organisation.

21.6 **For bespoke websites, Artlogic Pro Database and bespoke business data systems:** Your fee includes answering unlimited free technical support questions we receive by phone or email, providing they relate to the solution we have provided and are from your employees with a valid user login. The fee also covers maintenance on our serving operation, daily database backups (between our networks), additional file backups and our assurance that the generic aspects of the Solution will continue to function despite changes in technology.

21.7 **For Template website services and PrivateViews:** Artlogic Media Ltd reserves the right to delete any Content for any valid reason, without prior notice. Deleted content may be stored by us in order to comply with certain legal

obligations and may not be retrievable without a valid court order. Consequently, the Client should not rely 100% on our service being the sole place in which crucial data is stored and Artlogic encourages you to maintain a local backup of critical Content. Artlogic cannot be responsible for the irretrievable loss of data. Some assets used at PrivateViews.com, only single copies of image files are stored and we do not back up your images to another location, though the service we use is designed to provide 99.999999999% durability and 99.99% availability of objects over a given year. Nevertheless, catastrophes whilst unprecedented, are not impossible.

## **22. Force majeure**

Neither we nor you will be liable to the other for any delays or failures in performance or breach of contract due to events or circumstances beyond our or your reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

## **23. This agreement**

23.1 If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

23.2 Nothing in this agreement shall be construed as constituting a partnership or agency relationship between Artlogic Media Ltd and its clients.

23.3 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and you hereby submit to the exclusive jurisdiction of the English courts.

23.4 Failure or neglect by Artlogic Media Ltd to enforce at any time any of the provisions of this or any additional agreement shall not be construed nor shall be deemed to be a waiver of its rights nor in any way affect the validity of the whole or any part of our agreement nor prejudice Artlogic Media Ltd's rights to take subsequent action.

23.5 Should the Company choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company's rights.

23.6 We reserve the right to update or amend the Terms and Conditions under which our service is provided at any time without prior notice and your continued use of the Application, Website or Services following any changes shall be deemed to be your acceptance of such changes. We will ensure that an up to date copy of our terms is always available on our website <https://artlogic.net/terms/> We will attempt to contact all our clients about significant changes to our terms regarding changes to the law or our level of service. It is your obligation to ensure that you make sure that we have the updated contact details for at least one business owner or director and that they do not opt out of receiving mass communications from Artlogic.