



SELLERS AGREEMENT

ARTDEX Platform – Terms of Service for Sellers

Effective Date: [Date]

1. ACCEPTANCE OF TERMS

By registering as a seller on the ARTDEX platform (“Platform”), you (“Seller,” “Artist,” or “you”) agree to be bound by this Seller’s Agreement (“Agreement”). This Agreement constitutes a legally binding contract between you and ARTDEX Platform (“Company,” “we,” “us,” or “our”). The Platform acts as your commercial agent to promote and facilitate the sale of your artwork to buyers.

2. SELLER ELIGIBILITY AND VERIFICATION

2.1 General Requirements

- Sellers must be at least 18 years of age or the age of majority in their jurisdiction
- Sellers must be self-representing independent artists or galleries directly representing artists
- Sellers must provide accurate, current, and complete information during registration
- Collector sellers must provide bills of sale, certificates of authenticity, or other ownership documentation
- Collector sellers must disclose complete provenance when known
- Collector sellers must clearly state if selling as a private collector vs. dealer
- Estate sellers must provide documentation of authority to sell (executor/trustee documents)

2.2 Identity Verification

- Sellers must provide government-issued photo identification (driver’s license or passport) for verification
- Identity verification is required to ensure anti-money laundering (AML) and know-your-customer (KYC) compliance
- Sellers must provide evidence of online presence (personal website, social media, or portfolio)

2.3 Account Security

- Sellers are responsible for maintaining the confidentiality of their account credentials
- Sellers may not create multiple accounts to circumvent restrictions or policies

3. LISTING ARTWORKS

3.1 Authenticity and Ownership

- Sellers warrant that they are the original creator or authorized representative of all listed artworks
- Sellers must have full legal right to sell all listed items
- All artworks must be accurately described, including medium, dimensions, condition, year created, and any relevant details
- Artists retain ownership and title to artwork until full payment is received and the sale is complete

3.2 Prohibited Items

Sellers may not list:

- Counterfeit or unauthorized reproductions
- Stolen artwork or artwork sold without proper authorization
- Items that infringe on intellectual property rights
- Artwork containing illegal, offensive, or discriminatory content that violates community standards
- Items prohibited by applicable laws or regulations

3.3 Pricing and Discounting

- Sellers set their own retail prices for artworks, subject to Platform approval
- All prices must be clearly stated in the designated currency
- Pricing should account for artwork value, materials, time invested, and packaging costs
- The Platform may offer promotional discounts up to 20% with seller consent
- Any discount offered will be split equally between the Platform and seller
- Platform-wide promotions not authorized by the seller will be absorbed by the Platform and will not affect seller proceeds

3.4 Certificate of Authenticity

- Sellers must include a Certificate of Authenticity with each sold artwork
- The Platform will provide a template for certificates when applicable (Sample 1, Sample 2)

4. COMMISSION AND PAYMENT TERMS

4.1 Commission Structure

The Platform operates on a commission-based model:

- **Standard Commission:** 15% on the final retail sale price of the artwork
- Commission is calculated on the artwork price only, not on shipping charges
- Commission rates may vary based on seller plan subscription or total sales volume

4.2 Net Payment to Sellers

Sellers will receive payment equal to 15% of the net sale price, which is calculated as:

- The amount paid by the buyer for the artwork
- Less: Platform commission
- Less: Any applicable transaction fees
- Less: Any seller-authorized discounts
- Exclusive of: Packaging, shipping, insurance, and handling charges

4.3 Payment Processing

- Payment will be transferred to the seller's nominated payment account within **7-15 days** after buyer confirms receipt or after the return period expires, whichever comes later
- Sellers must maintain a valid payment account with an authorized payment services provider
- The Platform may hold payments in cases of disputed transactions, returns, or policy violations

4.4 Sales Tax and Value-Added Tax

- Where the Platform is registered as a marketplace facilitator, applicable payment service providers will calculate, collect, and remit applicable sales taxes
- UK/EU-based sellers may be charged VAT at 20% on commission fees
- VAT-registered sellers can reclaim this charge on their VAT return
- Sellers are responsible for complying with all local tax regulations

5. PACKING AND SHIPPING RESPONSIBILITIES

5.1 Seller's Packing Obligations

Sellers are solely responsible for proper packing of sold artworks according to Platform packaging guidelines. Professional packaging standards must be maintained to ensure artwork arrives in the condition described.

Required Packaging Materials and Methods:

For Paintings and Works on Canvas:

- Wrap artwork in acid-free tissue paper or glassine for direct contact
- Add bubble wrap with multiple layers for cushioning
- Use corner protectors for framed works

- Apply tape in an “X” pattern over glass or acrylic to prevent shattering
- Place in a sturdy, appropriately-sized box with at least 2-3 inches of cushioning on all sides
- Use high-density foam layers rather than packing peanuts when possible

For Works on Paper:

- Protect with acid-free tissue or glassine
- Add rigid backing board to prevent bending
- Use corner protectors if framed
- Ship flat when possible; if rolling is necessary, roll around a tube with artwork facing outward
- Place in waterproof outer wrapping

For Sculptures and 3D Works:

- Wrap in multiple layers of bubble wrap
- For fragile or valuable pieces, build a wooden crate
- Immobilize artwork within packaging to prevent movement
- Fill gaps with foam, bubble wrap, or cushioning material
- For crated works, add lifting handles and clear instructions for opening
- Add 30-35 lbs to weight estimate when uploading large works requiring crates
- Budget for professional crating services (which may cost up to \$500-1,000 or more) for oversized works

General Requirements:

- Mark all packages clearly as “FRAGILE,” “ARTWORK,” or “HANDLE WITH CARE”
- Package must withstand normal shipping conditions and handling
- All packaging must comply with Platform Packaging Guidelines (detailed PDF available)
- Sellers should document the packing process with photographs at each step

5.2 Packaging Costs

- Sellers are responsible for all packaging material costs
- Packaging costs should be factored into artwork pricing during upload
- It is recommended to overestimate packaging costs to ensure adequate materials
- For any buyer-initiated return, the buyer shall bear all associated shipping costs, and the return must be made in accordance with the original packaging requirements and the Platform’s shipping guidelines.

5.3 Seller’s Shipping Obligations

Domestic Shipments:

- Sellers must ship artwork within **48-72 hours** of receiving shipping notification or custom packaging materials from the Platform
- Sellers must use Platform-designated carriers (currently FedEx, UPS, or DHL) when specified
- Print and affix the pre-paid shipping label provided by the Platform-designated carriers
- Ensure all shipping documents are handed to the courier
- The Platform pays shipping charges directly to the carrier

International Shipments:

- Complete accurate customs declarations and required documentation
- Understand and comply with export regulations
- Include all necessary export paperwork
- Buyers are responsible for import duties, taxes, and customs clearance fees
- Be aware that customs delays may occur and are normal
- Sellers may be responsible for preparing export documentation

5.4 Tracking and Insurance

- Provide valid tracking information through the Platform within 24 hours of shipment
- For high-value works (over \$250), additional insurance is strongly recommended
- In the event of shipping damage, sellers file claims with carriers
- Sellers must cooperate and assist with insurance claims when requested

5.5 Shipping Insurance and Damage

Insurance Coverage:

- Sellers are recommended to ensure shipments for high-value works (over \$250)
- Insurance only applies if packaging guidelines were strictly followed
- Sellers should document packaging process with photographs

Damage Due to Inadequate Packaging:

- If artwork arrives damaged due to poor packaging, the shipment will be deemed non-insurable
- Sellers will be held responsible for damages and must accept the return
- The Platform will work with the buyer for a full refund
- Seller will not receive payment for improperly packaged artworks that arrive damaged
- In cases of severe packaging neglect, carriers may refuse to return damaged goods

5.6 Shipping for Prints and Digital Works

For photography and digital printmaking:

- Sellers offer printing and fulfillment services
- Sellers handle printing, framing, packaging, and shipping
- Production costs are included in the sale price
- Sellers receive payment after deducting production and shipping costs

5.7 Prohibited Shipping Practices

Sellers may not:

- Delay shipment beyond agreed timelines without communication
- Provide false or inaccurate tracking information
- Use inadequate packaging that risks damage
- Ship items significantly different from the listing description
- Fail to include required documentation or certificates

6. RETURN POLICY AND BUYER SATISFACTION

6.1 Return Period

- Buyers have **14 days** to return, provided the artwork is returned in its original condition and packaging
- All returns must be requested to sellers directly within the stated timeframe of **48 hours** from receipt of the artwork

6.2 Acceptable Return Reasons

- Buyer changed their mind
- Artwork is significantly not as described
- Artwork arrived damaged due to shipping (if properly packaged)
- Artwork condition does not match listing description

6.3 Return Shipping Costs

Buyer's Responsibility:

- Buyer-initiated returns (change of mind) – buyer pays return shipping
- Buyer must provide valid receipts for shipping costs incurred

Seller's Responsibility:

- Returns due to inaccurate descriptions – seller pays return shipping
- Returns due to inadequate packaging – seller pays return shipping
- Returns due to failure to meet agreed specifications

6.4 Processing Returns

- Sellers must accept returns within the return window
- Artwork must be returned in the same condition it was shipped
- Buyers must use original packaging materials when available
- Sellers receive no compensation for returned artwork
- Seller is not responsible for damage during return shipment if buyer failed to use proper packaging

6.5 Commissioned Artwork Returns

- Commissioned artwork sales are generally non-refundable
- 50% non-refundable deposit is required before work begins
- Remaining 50% is charged upon completion and buyer approval
- Returns may be accepted if artwork significantly differs from agreed specifications
- Sellers are not obligated to create replacement commissioned works

7. DISPUTE RESOLUTION

7.1 Response Requirements

- Sellers must respond to buyer inquiries and disputes within **48 hours**
- Sellers must communicate professionally and work cooperatively to resolve issues
- All communication regarding disputes must use the Platform messaging system

7.2 Platform Mediation

- The Platform may mediate disputes between buyers and sellers
- Sellers must cooperate fully with dispute investigations
- The Platform may make final determinations on disputed transactions
- Platform decisions on disputes are final and binding

7.3 Seller Responsibilities in Disputes

- Provide accurate information and documentation
- Work in good faith toward resolution
- Accept returns when required by Platform policies
- Fulfill refund obligations when determined appropriate

7.4 Cancellations

Sellers may be required to refund buyers and cover associated costs if:

- Seller breaches representations or warranties

- Artwork is not as described
- Seller fails to ship within required timeframe
- Artwork is lost or damaged due to seller's fault
- Platform determines cancellation is warranted

8. COMMUNITY GUIDELINES

8.1 Professional Conduct Standards

Sellers must:

- Communicate respectfully and professionally with all Platform users
- Respond to messages within 48 hours during business days
- Honor all commitments made in listings or communications
- Maintain honest, transparent, and ethical business practices
- Acknowledge receipt of sale notifications promptly
- Schedule pickup dates within 24 hours of receiving sale notification
- Confirm understanding of packaging guidelines when requested

8.2 Prohibited Conduct

Sellers may not:

- Engage in harassment, discrimination, or abusive behavior toward any person
- Attempt to complete transactions outside the Platform to avoid commission fees
- Share buyer contact information or use it for purposes outside of the completed transaction
- Create multiple accounts to circumvent restrictions
- Leave false, misleading, or retaliatory reviews
- Manipulate search rankings, engage in spam, or use deceptive practices
- Use bots or automated systems without Platform authorization
- Misuse or share buyer personal information
- Forge headers or send altered source-identifying information
- Impersonate others or misrepresent affiliations

8.3 Listing Standards and Honesty

Accuracy Requirements:

- All descriptions, photographs, and communications must be truthful and accurate
- Photographs must accurately represent the artwork's colors, condition, and scale
- Disclose any defects, damage, repairs, or restorations
- Provide accurate dimensions and medium information

- Clearly state if artwork is framed or unframed

Misrepresentation Consequences:

- Misrepresentation may result in account suspension or termination
- Sellers may be held liable for costs associated with returns due to misrepresentation
- Repeat violations will result in permanent account termination

8.4 Intellectual Property Rights

Copyright and Trademark:

- Sellers must own or have proper authorization for all artwork listed
- Sellers may not use others' images, text, or content without permission
- The Platform will respond promptly to valid DMCA takedown notices
- Sellers indemnify the Platform against intellectual property claims

Platform Rights:

- Sellers grant the Platform a non-exclusive, worldwide license to display, reproduce, and promote listed artworks
- This license includes use in marketing materials, advertisements, and promotional content
- The Platform may use seller names and artwork images for Platform promotion

8.5 Authenticity and Due Diligence

- The Platform facilitates due diligence on artwork authenticity but does not guarantee authenticity
- Artworks are sold "as-is" with condition descriptions as provided by sellers
- Professional sellers (galleries, dealers) may have separate conditions of sale
- Sellers must assist with authenticity verification when requested

9. LISTING AND COMPETITIVE RESTRICTIONS

9.1 Listing Period

- Sellers grant the Platform rights to offer listed artworks for sale online and through partnerships
- Platform rights apply to online sales only; physical gallery representation is permitted

9.2 Removal of Listings

- Sellers may remove artworks from the Platform at any time when not involved in active transactions
- Removal does not affect pending sales or negotiations in progress

10. ACCOUNT SUSPENSION AND TERMINATION

10.1 Grounds for Suspension or Termination

The Platform reserves the right to suspend or terminate seller accounts for:

- Violations of this Agreement or Community Guidelines
- Fraudulent activity, misrepresentation, or deceptive practices
- Failure to ship artwork within required timeframes
- Repeated inadequate packaging resulting in damaged shipments
- Excessive disputes, chargebacks, or negative feedback
- Failure to respond to communications
- Any activity that harms the Platform, its reputation, or its users
- Failure to cooperate with dispute resolution

10.2 Consequences of Termination

- Upon termination, sellers forfeit any outstanding payment balances
- Access to the Platform is immediately revoked
- Sellers remain responsible for completing all pending transactions
- Platform may retain seller information as required by law

10.3 Voluntary Account Closure

- Sellers may close accounts at any time with **7 days** written notice
- Sellers remain responsible for all pending transactions and disputes
- Outstanding payments will be processed according to normal schedule
- Sales or negotiations within 5 days of termination notification remain subject to Platform commission

11. LIMITATION OF LIABILITY

11.1 Platform Role

- The Platform acts as a marketplace facilitating connections between buyers and sellers
- The Platform is not a party to sales transactions
- Artwork title passes directly from seller to buyer upon completed payment
- The Platform does not manufacture, own, inspect, or take possession of listed artworks

11.2 Seller Responsibilities

Sellers are solely responsible for:

- Accuracy of listings and descriptions

- Quality and authenticity of artwork
- Proper packaging and timely shipping
- Customer service and communication
- Compliance with all applicable laws and regulations
- Payment of applicable taxes and fees
- Pre-collection warehouse, storage, and insurance costs for consigned works

11.3 Platform Liability Limitations

The Platform is not liable for:

- Loss, damage, or theft during shipping
- Disputes between buyers and sellers
- Payment processing delays beyond Platform control
- Seller's failure to ship or properly package artwork
- Artwork authenticity or condition
- Third-party carrier performance
- Any indirect, incidental, consequential, or punitive damages
- Customs delays, duties, or taxes
- Buyer payment defaults or fraudulent chargebacks

11.4 Seller Indemnification

Sellers agree to indemnify and hold harmless the Platform, its officers, employees, and agents from:

- All claims arising from seller's use of the Platform
- Intellectual property infringement claims
- Breach of seller representations or warranties
- Artwork condition, quality, or authenticity disputes
- Violation of laws or regulations
- Negligent or willful misconduct

12. CUSTOM AND COMMISSIONED ARTWORK

12.1 Commission Process

- Sellers may discuss custom work using Platform-provided messaging tools
- Sellers must agree on brief, timeline, scope, and final price before commencing work
- Sellers must notify the Platform of agreed arrangements
- Final price is fixed once deposit is collected unless changes are mutually agreed

12.2 Payment Terms for Commissions

- **50% non-refundable deposit** is required before seller begins work
- Deposit assures seller payment for time and materials
- Remaining **50% is charged upon completion** after buyer reviews high-resolution images
- If buyer is unsatisfied, seller may make small agreed-upon modifications

12.3 Commission Timeline

- Typical commission timeline is 6-8 weeks but varies by complexity
- Sellers must provide progress updates to buyer via Platform messaging
- Platform may arrange meetings between seller and buyer as needed
- Delays must be communicated promptly

12.4 Commission Returns and Disputes

- Commissioned works are generally non-refundable
- Buyers waive return rights for custom-made products
- Returns may be required if artwork significantly differs from agreed brief
- Sellers are not obligated to create replacement works
- Platform resolves disputes on a case-by-case basis
- Platform decisions are final and binding

13. PRIVACY AND DATA PROTECTION

13.1 Data Collection and Use

- The Platform collects and processes seller data in accordance with the Privacy Policy
- Sellers consent to data use for Platform operations, marketing, and improvement
- Seller information may be shared as required by law or with service providers

13.2 Buyer Information Protection

- Sellers receive buyer information solely for completing transactions
- Sellers must comply with applicable data protection laws (GDPR, CCPA, etc.)
- Sellers may not use buyer information for marketing without express consent
- Sellers may not share buyer information with third parties
- Sellers must protect buyer information with reasonable security measures

13.3 Location Information

- Sellers must provide accurate shipping location information
- Location may be displayed to buyers (city, state/province, country)
- Location information helps buyers understand shipping timelines and costs

14. INSURANCE AND RISK OF LOSS

14.1 Pre-Sale Insurance

- Sellers are responsible for insuring artwork in their possession until shipped
- No pre-sale insurance, storage, or handling fees are charged by the Platform
- Sellers should maintain adequate insurance coverage for their inventory

14.2 Shipping Insurance

- Sellers insure shipments for the seller's commission amount
- Insurance coverage applies only if packaging guidelines are followed
- Sellers may purchase additional insurance for high-value works
- Sellers should document packaging with photographs for insurance purposes

14.3 Risk of Loss Transfer

- Risk of loss transfers to the buyer upon delivery confirmation
- Sellers remain responsible for loss during shipping if due to inadequate packaging
- Sellers handle insurance claims with carriers on behalf of sellers and buyers

15. THIRD PARTY PARTNERSHIPS

15.1 Third Party Sales

- The Platform may partner with third parties to offer artwork for sale
- Sellers will be responsible for one-half of commission paid to third party partners
- Terms for third party sales will be communicated to sellers in advance

15.2 Exhibition and Marketing Opportunities

- Sellers may be invited to participate in Platform exhibitions, art fairs, or events
- Participation is voluntary and terms will be specified for each opportunity
- The Platform may feature selected works in curated collections or promotions

16. MODIFICATIONS TO AGREEMENT

16.1 Right to Modify

- The Platform may modify this Agreement at any time
- Updated terms will be posted on the Platform with the effective date
- Sellers will receive notice of material changes via email or Platform notification

16.2 Acceptance of Modifications

- Continued use of the Platform after modifications constitutes acceptance
- Sellers who do not accept modifications must cease using the Platform and close their accounts
- Modifications do not affect transactions already in progress

17. GOVERNING LAW AND JURISDICTION

17.1 Governing Law This Agreement is governed by the laws of State of Delaware, without regard to its conflict of law principles.

17.2 Dispute Resolution

- Any disputes arising from this Agreement shall be resolved in the courts of State of Delaware
- Sellers consent to personal jurisdiction in such courts
- The Platform may seek injunctive relief in any court of competent jurisdiction

17.3 Arbitration

- The Platform may require binding arbitration for certain disputes
- Arbitration terms and procedures will be specified separately if applicable

18. MISCELLANEOUS PROVISIONS

18.1 Entire Agreement This Agreement, along with the Privacy Policy and Community Guidelines, constitutes the entire agreement between seller and Platform regarding the subject matter herein.

18.2 Severability If any provision is found unenforceable, the remaining provisions remain in full force and effect.

18.3 No Waiver Failure to enforce any provision does not constitute a waiver of that provision or any other provision.

18.4 Assignment

- Sellers may not assign this Agreement without Platform consent
- The Platform may assign this Agreement to successors or affiliates

18.5 Force Majeure Neither party is liable for failure to perform due to circumstances beyond reasonable control, including natural disasters, war, strikes, or government actions.

18.6 Relationship of Parties The Platform acts as seller's commercial agent. This Agreement does not create a partnership, joint venture, or employment relationship.

19. SELLER BEST PRACTICES

To ensure success on the Platform, sellers are encouraged to:

- Upload new artwork regularly to maintain visibility
- Use high-quality photographs with proper lighting and resolution
- Write compelling, accurate artwork descriptions
- Use relevant keywords to improve discoverability
- Price competitively while ensuring fair compensation
- Respond promptly to all inquiries
- Maintain professional communication
- Package artwork securely following all guidelines
- Ship promptly within required timeframes
- Build positive relationships with buyers

20. CONTACT INFORMATION

For questions about this Agreement or Platform operations:

ARTDEX Platform

ARTDEX by Art Collectors International, LLC

P.O. Box 111, Hudson NY 12534, U.S.A.

team@artdex.com

21. SELLER ACKNOWLEDGMENT AND AGREEMENT

By clicking “I Agree,” uploading artwork, or using the Platform as a seller, you acknowledge that you:

- ☐ Have read and understand this entire Seller’s Agreement
- ☐ Agree to be bound by all terms and conditions herein
- ☐ Understand your responsibilities for accurate listing descriptions
- ☐ Acknowledge your obligations for proper packaging according to Platform guidelines
- ☐ Agree to ship sold artworks within required timeframes
- ☐ Understand the commission structure and payment terms
- ☐ Agree to abide by all Community Guidelines
- ☐ Consent to the Platform’s use of your artwork images for promotional purposes
- ☐ Understand the return policy and your obligations
- ☐ Acknowledge that the Platform acts as your commercial agent
- ☐ Have reviewed the detailed Packaging Guidelines (PDF)

I hereby certify that I am the original creator or authorized representative of all artwork I submit to the Platform, and I have the legal right to sell such artwork.

Signature: _____

Printed Name: _____

Date: _____

IMPORTANT RESOURCES FOR SELLERS:

- **Packaging Guidelines:** Detailed instructions for packaging all artwork types
- **Seller Dashboard:** Access sales, payments, and shipping documents
- **Seller Support Center:** FAQs, tutorials, and help articles
- **Seller Community Forum:** Connect with other artists and share experiences

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