

TERMS OF USE

The Terms and conditions agreement sets forth the standards of use of the website www.artkoregallery.com (« website ») owned and operated by ArtKore in London (Company number: 9680850).

Contact:

ArtKore

Address: 86-90 Paul Street, London, EC2A 4NE

Phone: +44 (0) 2038268702

Email: contact@artkoregallery.com

Field of Implementation:

ArtKore provides services for selling contemporary artworks by Korean artists on the website (www.artkoregallery.com).

Property rights:

ArtKore owns exclusively all rights, title and interest in and to the website. All the contents are the property of the website.

Eligibility:

ArtKore and its services only fits for those who are 18 years or older. People under 18 years are not allowed to use the website.

Purchase of a work:

The purchase can only be made on online on the website (www.artkoregallery.com). In order to purchase an artwork on the website, you must register for the website. Then, you will need to click on the button “Buy Now”. You will see the details of your order in the shopping cart and click on “Proceed to Checkout” after checking your shopping cart. When you checkout, you will have to enter your Personal Information (including name, e-mail, phone number, your billing and shipping address and other similar information). You agree to provide true, accurate, current and complete information; and maintain and promptly update this information to keep it true, accurate, current and complete. If your Personal Information are untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse you the use of the website or its services in the future. Once your

payment is proceeded, you will receive a confirmation email with an order number and all your order information. ArtKore is only committed by an order in the case that order has been confirmed by email. The information about the works and the prices, the detailed order information, are made and communicated with the restriction of changes. ArtKore has also the right to cancel any order if the company determines, in its sole discretion, that the work isn't available anymore, it is mispriced or discontinued. ArtKore will then inform you of the cancellation of your order by email. ArtKore will then reimburse you the total amount of your purchase. The buyer is not allowed to contact directly an artist to purchase the artwork outside the website. If you do not respect this transaction restriction, ArtKore has the right to suspend and terminate your account and the use of our website.

Price:

All the prices, commissions, fees or other amounts on the website are stated in Pound (£), Euro (€) and US \$. There is no shipping fee but you might have to pay the customs tax to the customs in your country when you receive an artwork. Depending on the country, there might be the customs tax, VAT, customs clearance fee and etc. Every country has different conditions, so ArtKore can not provide exact information about each country and you should check with your customs in your country to know the exact amount of price you have to pay to your customs.

Payment:

ArtKore accepts PayPal and you can pay by Visa, MasterCard, Maestro and American Express through PayPal. We also accept Direct Bank Transfer and we provide our bank details at the end of your order process. All card transactions are carried out by PayPal, a leader in the payment system. All your bank details are encrypted and we ensure you the complete confidentiality of the information given. The buyer guarantees that he or she has the legal authorization to use the chosen method of payment. You will be charged directly at the checkout of your order. In case, your payment has been refused, ArtKore has the right to cancel immediately your order. ArtKore has also the right to refuse future orders of buyers of whom previous payments have been refused.

Delivery:

As soon as your payment has been validated, ArtKore informs to the artist and advises the delivery process. Then, the artist will organise packing and the international shipping of the artwork through our shipping partner. You will then receive an email from ArtKore indicating the approximate date of delivery, the tracking number and the website link where you can track your order. Artworks can

be sent worldwide. If you do not find your country in our list while you proceed the checkout or if you have any question about delivery, please contact us at contact@artkoregallery.com. Please note that wrong addresses are the responsibility of the buyer and can result in extra costs. ArtKore is not responsible for any delays during shipment since the artist is responsible for the shipping. Please note that we provide free shipping service, however some extra costs might be occurred including customs tax, VAT, customs clearance fee and etc. which are due by the buyer and it is buyer's responsibility to check the exact conditions in his or her country. The risk of damage and/or loss of products is based on the artist and shipping company until the artwork is delivered to the customer. In case, the artwork arrives damaged at the buyer's address, the buyer should not sign the receipt and report it to the shipping company as well as to us within two days by email(contact@artkoregallery.com) with your order number, order information and pictures of the damaged artwork. Keep all the packaging, box and other material and follow our guidance. ArtKore does not take any artwork back in any circumstances before you contact us and receive a confirmation.

Certificate of Authenticity:

ArtKore will send a certificate of authenticity for each artwork purchased on the website to the buyer. This Certificate will contain all the information regarding the artwork (including name of the artist, exact title, date of creation, the material used, dimensions, weight and the purchased price) and signature and information of the artist.

Refund Policy:

If you are not satisfied with the artwork, you can return it within 14 days since you have received the artwork. You can either return it directly to the artist or send it to our London office. If the condition of the artwork is same as when it was received, we give you a full refund. To return the artwork, you must contact us first by email(contact@artkoregallery.com) and follow our guidance. Please do not send the artwork back in any circumstances before contacting us and receiving a confirmation.

We accept returns under the following conditions:

- It is less than 14 days since you have received the artwork.
- The artwork must be returned in the same condition than when you received.
- The artwork should be sent in the original packaging; if the packaging is already unusable, you will be responsible for acquiring proper material to repack the artwork to deliver to us safely.
- You are responsible for arranging safe shipping and for the delivery fee from your

place to our London office or to the address of the artist.

- We will only be able to refund when the artwork has been successfully delivered.

If you received a damaged artwork, please do not sign the receipt when you receive the artwork, take pictures for the record and report it to the shipping company within 2 days and also report it to ArtKore within 2 days(including weekends) after its receipt by email(contact@artkoregallery.com) with your order number, order information and pictures of the damaged artwork. Please keep it mind that we can't take any claim about damaged artwork after two days since its receipt. Keep all the packaging, box and other material and please follow our guidance. ArtKore does not take any damaged artwork without any notification.

Abandon of the right of withdrawal:

By accepting the present Terms of Use, the consumer recognizes expressly to renounce to his or her right of withdrawal since the work bought is unique, has to be carefully handed and can not be reshipped.

Selling of a work:

ArtKore accepts only original and signed contemporary artworks of the artist's personal creation. Any other work(s) made by another artist is not accepted. When there is authenticity issue of artwork, the artist has to take full responsibility.

Security:

By browsing, using or registering on the website of ArtKore, you agree to not attempt to probe, scan or test the vulnerability of any system of ArtKore or network or breach any security or authentication measures. You will not attempt to download or access to the website, services, ArtKore content or another member's content through the use of any software, tool, engine, device, agent or mechanism (including spiders, data mining tools, robots or other) other than the software or search agents provided by ArtKore or other available third party web browsers. You also agree to not remove, deactivate, bypass, impair or descramble any technological measure implemented by ArtKore to protect the website, services, the website content or another member's content. You are not allowed to exploit, copy, use, reproduce, distribute, modify, transfer, create derivate forms or sell any logo, content, data, software, URL, texts or codes of the website without an express written permission of ArtKore It is not permitted to send unauthorized email, chain letters, advertising, promotional materials, junk or any other form of solicitation. Furthermore, the use of the brand image, content, logo, data or members content of ArtKore for any commercial purpose or other is strictly forbidden. If you make other use of the website, or the content, data, code, software or other materials, except as otherwise

provided above, you may violate copyright and other laws of the United Kingdom, other countries, as well as applicable state laws and you may be subject to liability for this unauthorized use. ArtKore will therefore enforce its intellectual property rights to the fullest extent of the law and seek for criminal prosecution.

Links from and to the website:

ArtKore is not responsible for the eventual links on its website to these linked websites and their reliability, content, information, advertising, images, data, texts, software, services and more, that may or may not be provided by or through these linked websites. These linked sites do not constitute automatically sponsoring by our website to these linked sites.

Account Suspension and Termination:

ArtKore has the right, without any notification, to suspend or terminate, at its sole discretion, if we believe that you are in breach or attempting to breach these terms and conditions or any applicable law. ArtKore also has the right to refuse you to use the website.

Copyright and Trademark:

The images on the website of ArtKore may not be reproduced or used without an express written permission of ArtKore, if appropriate, the relevant artist. All images are licensed by ArtKore. If you believe that any works on the website infringe your copyright rights, please provide ArtKore's copyright agent (contact@artkoregallery.com) with information as required by the Belgian copyright law.

Miscellaneous:

ArtKore is operated and provided in London, Capital of United Kingdom. Therefore, the laws of United Kingdom, without regard to its conflict of law provisions, shall govern the Terms of Use and the relationship between you and us. You agree that any cause of action that may arise under the Terms of Use shall be commenced and be heard in the appropriate court in London, Capital of United Kingdom. You agree to submit to the jurisdiction of the courts located within the region of London, United Kingdom. These Terms of Use constitute the exclusive understanding and agreement between you and ArtKore. These terms and conditions supersede and replace any and all prior or written agreements or understandings between you and ArtKore.