

ARTPASS ID - TERMS AND CONDITIONS

BACKGROUND

This agreement applies as between you, the User of this Website and artpass ID Ltd trading as artpass ID, the owner of this Website. Your agreement to comply with and be bound by Clauses 1, 2, 5 – 12 and 16 – 26 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 3, 4, and 13 – 15 apply only to the sale of Goods. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and Our acceptance of that offer is deemed to occur upon Our sending an order confirmation email to you indicating that your order has been fulfilled and is on its way to you.

DEFINITIONS AND INTERPRETATION

Account : means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;

Carrier : means any third party responsible for transporting purchased Goods from our Premises to customers;

Content : means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

Goods : means any products that artpass ID advertises and / or makes available for sale through this Website;

Service : means collectively any online facilities, tools, services or information that we make available through the Website either now or in the future;

Payment Information : means any details required for the purchase of Goods from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;

Premises : means Our places of business located at 71-75 Shelton Street, London, WC2H 9JQ, United Kingdom;

System : means any online communications infrastructure that we make available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

User / Users : means any third party that accesses the Website and is not employed by us and acting in the course of their employment;

Website : means the website that you are currently using <https://artpass.id>

We/Us/Our : means artpass ID Ltd. trading as artpass ID, a company registered in England and Wales, whose Company number is 12402898 with registered office at 71-75 Shelton Street, London, WC2H 9JQ, United Kingdom

AGE RESTRICTIONS

Although our website is a general audience site, we restrict the use of our service to individuals age 18 and above

INTELLECTUAL PROPERTY

Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of artpass ID Ltd, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given Our express written permission to do so.

THIRD PARTY INTELLECTUAL PROPERTY

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

Subject to the fair use of intellectual property you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

FAIR USE OF INTELLECTUAL PROPERTY

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

LINKS TO OTHER WEBSITES

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of artpass ID Ltd or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

USE OF COMMUNICATIONS FACILITIES

When using System on the Website you should do so in accordance with the following rules. Failure to comply with these rules may result in your Account being suspended or closed:

- You must not use obscene or vulgar language;
- You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- You must not submit Content that is intended to promote or incite violence;
- It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

- The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- You must not impersonate other people, particularly employees and representatives of artpass ID Ltd or Our affiliates;
- You must not use Our System for unauthorised mass-communication such as “spam” or “junk mail”.
- You acknowledge that we reserve the right to monitor any and all communications made to Us or using Our System.
- You acknowledge that we may retain copies of any and all communications made to Us or using Our System.
- You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in writing, in advance and We reserve the right to reject such terms and associated information.

PRIVACY

Please refer to the privacy policy.

Information we collect as part of the sales process

The data we process

- Name, contact details, professional activity
- Publicly available information relevant to your position in your organisation, and industry events you're attending

What we do with your data

A member of our sales team will contact you if we determine to discover more information your organisation's anti-money laundering and sanctions compliance operations, and gauge your organisation's potential interest in our services. This information – along with details of our interactions including

phone calls and correspondence – is added to, and managed through, our CRM. We analyse our CRM data to understand, track, and improve how we market and sell our services. We save some correspondence to provide precedents and examples to other members of the team, and add your personal information to our e-signing and billing systems if appropriate.

Our basis for processing this data

Legitimate interests

- Identifying stakeholders in organisations with requirements for software similar to that provided by artpass ID Ltd.
- To hold as a reference point should you make any further applications within the retention period.

We'll retain and analyse information gained from our interactions with you as part of understanding, tracking and improving how we market and sell our services.

How long we hold the data

Sales process

We retain information relating to our sales interactions with you for up to five years following our determination that we're not an appropriate sales fit. We use this period as service contracts in our industry often last for 3-5 years, so a new opportunity may arise during the retention period.

General

We retain historic information relating to any consent you provided, or other bases for processing that have since lapsed, for six years from the date that the basis for processing lapsed.

Recipients of data

Within artpass ID group companies

Personal information will be available for our marketing and sales personnel, as well as customer success and other teams as necessary to fulfill the purposes set out above.

Outside of artpass ID

Our cloud storage providers, CRM, sales and marketing automation tools, and customer support/servicing tools.

The Website uses the following cookies for the purposes described herein.

Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of each of our websites, to use a shopping cart or to use our services.

Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way in which our website work, for example, by ensuring that users are finding what they are looking for easily.

Functionality cookies. These are used to recognise you when you return to any of our websites. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

Targeting cookies. These cookies record your visit to each of our websites, the pages you have visited and the links you have followed. We will use this information to make our website more relevant to your interests.

If you wish to opt-out of our placing cookies onto your computer or device, please adjust your internet browsers settings to restrict cookies as detailed in your internet browsers help menu. You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's help menu.

Disclaimers

We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of Our services.

No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

No part of this Website is intended to constitute a contractual offer capable of acceptance.

Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

Changes to the Service and these Terms and Conditions

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

Availability of the Website

The Website and any Service provided therein is provided “as is” and on an “as available” basis. We give no warranty that the Website or any Service will be free of defects and / or faults. To the maximum extent permitted by the law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

Limitation of Liability

To the maximum extent permitted by law, we accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.

Nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on the part of us.

Nothing in these Terms and Conditions excludes or restricts our liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

Communications

All notices / communications shall be given to Us either by post to Our Premises (see address above) or by email to hello@artpass.ID. Such notice will be deemed received three days after posting if sent by first class post, the day

of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please click on the Unsubscribe link on any email you receive from us.

Special Clauses

Users of the website are obligated to comply with GDPR requirements when handling data obtained from the Company.

Law and Jurisdiction

These Terms and Conditions and the relationship between you and us shall be governed by and construed in accordance with the Laws of the England and Wales and both we and you agree to submit to the exclusive jurisdiction of the Courts of the England and Wales.