



PRODUCT TERMS AND CONDITIONS

PART A: GENERAL TERMS

Unless otherwise stated, the following terms apply to all products and services offered by Artlogic.

1. Introduction

These product terms and conditions (“**Product Terms**”) set out the various products and services provided by Artlogic and the terms applying to each.

The Product Terms should be read in conjunction with the Artlogic Terms and Conditions of Service, the Artlogic Subscription Licence Agreement, and the Data Protection Addendum, all of which can be found at <https://artlogic.net/terms/>.

The Product Terms should also be read in conjunction with the Client’s quote. In the event of a conflict or any inconsistency between these documents, the following order of precedence shall apply:

Artlogic Product Terms and Conditions
Artlogic Terms and Conditions;
Artlogic Subscription Licence Agreement;

Artlogic reserves the right to amend or update these Product Terms at any time without notice.

The Product Terms apply only to Artlogic products offered on a subscription basis. A Client’s subscription to Artlogic products does not include any professional services (e.g. data migration, custom setup, etc.), which will be subject to a separate contract between Artlogic and Client.



2. Products and services

Specific features of, and terms applying to, individual products and services are set out in Part B and Part C below. Artlogic may make modifications to any of the products or services from time to time, but shall not be obliged to do so.

All Artlogic products and services include a database hosting system, daily backups and free upgrades.

3. Commencement

Artlogic will use reasonable endeavours to commence provision of the products or services within 5 Business Days of receipt by Artlogic of the first payment for the same from the Client, save where Artlogic is performing onboarding services (including, without limitation, data import or other implementation services), in which case Artlogic will notify the Client in writing of the proposed commencement date.

4. Payment terms

The fees for Artlogic products or services are as set out in the Client's order confirmation. All fees are exclusive of applicable taxes, which shall be payable by the Client in addition, wherever relevant at the rate and in the manner from time to time prescribed by law. Fees are payable quarterly in advance. Unless otherwise agreed in writing, the first payment must be made via bank transfer and all subsequent payments must be made by direct debit.

5. Termination

The Client may terminate its subscription to any of the Artlogic products or services on not less than 90 days' written notice.

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PART B: PRODUCT AND SERVICE SPECIFIC TERMS

The following section sets out the specific products and services together with their features and any terms and exclusions applying specifically to them.

6. Management and Database Products

6.1. Management: For Galleries, Artists & Collectors

The key features of our Management module range are set out below:

	Professional	Expert
Limits		
Minimum number of users included	1	1* <i>*For accounts with less than 7 users we charge a minimum amount - please see the Artlogic website for up-to-date pricing</i>
Support	Email and telephone support.	Email and telephone support. Account Management* <i>*See separate Account Management terms for more information</i>
Maximum number of artwork records	25,000* Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images. <i>*If a client exceeds 25,000 artworks they will be upgraded to Management Professional</i>	Unlimited* Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images. <i>*Subject to a 100,000 fair usage policy artworks limit</i> <i>If a client exceeds 50,000 artworks this triggers Artlogic to set up a limited tenancy server at an additional cost - please see the Artlogic website for up-to-date pricing</i>
Image storage / Document storage limits	Our systems are designed to cater for a wide range of art businesses based on usage patterns observed on our infrastructure. We aim to offer generous allowances but if your usage exceeds those expected limits we will get in touch to discuss the situation and further charges may apply.	

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Features		
Storage	Documents, Images, Backup for 90 days	High Res Image Storage, Backups for 2 years
Contacts	Contact Management	- Contact Management - Contact Restrictions
Locations	Multi-Gallery	- Multi-Gallery - Gallery Firewalling - Multiple Billing Entities
Tools	- Activity Timeline - Artsy Integration - Library and Collections - Collections Management - Contacts - Content Translation	- Activity Timeline - API Access for Integration - Artsy Integration - Library and Collections - Collections Management - Contacts - Content Translation - QR Stock Code - Secondary Market - Market Intelligence
Finance	- Invoicing - Tax - Multiple Currencies	- Invoicing - Tax - Multiple Currencies - Global Accounting Currency
Payments	- Payment Pricing - Deposits	
Website	Freemium E-Commerce	
Sales	Sales Starter - see below	
Exclusions		
	Management Professional excludes the following features: - Account Management* - API Access for Integration* - Audit Support* - Customer Support package* - QR Stock Code - Secondary Market - Market Intelligence - Contact Restrictions - Gallery Firewalling	Management Expert excludes the following features: - Audit Support* - Customer Support package* <i>*Available at additional cost</i>

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	<ul style="list-style-type: none"> - Multiple Billing Entities - Global Accounting Currencies <p><i>*Available at additional cost</i></p>	
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6.2. Database: Artlogic Pro for Galleries, Artists and Collectors

The key features of Artlogic Pro are set out below:

Number of users included	Two users. Additional users can be added for an additional fee.
Support	Email and telephone support.
Maximum number of artwork records	Unlimited*. Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images.
Image storage limit	150GB. Additional storage is available – please contact us for pricing.
Maximum contacts	Unlimited*.
Document storage	5GB. Additional document storage is available – please contact us for pricing.
Emails	2,500 free emails per month sent through Artlogic Online.
Private View	<ol style="list-style-type: none"> 1. Unlimited* Private View web pages can be made with a high offline storage allowance on mobile devices. 2. Up to five free device activations for the PrivateViews app. Additional devices are available for an additional fee.
Exclusions	<p>Artlogic Pro excludes the following:</p> <ol style="list-style-type: none"> 1. Private view customisation, custom documents, custom backup systems; 2. Additional consultancy, analysis or scripting relating to imports of data or images; and 3. Customisation to give users different views and privileges.

6.3. Database: Artlogic One For Galleries

Artlogic One (the single-user edition for galleries, dealers, advisories and consultants) is a smaller and simpler version of Artlogic Pro and is sold as per our demonstration system, with some limitations. It has fewer features than the demonstration system, for instance, it has a single ‘view’ of contacts and three ‘views’ of inventory – ‘main’, ‘prints & editions’, and ‘all’.

The key features of the Artlogic One are set out below:

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Number of users included	One. This is a single-user system whereby only one computer is permitted to connect to the database at a time. There is no option to add additional users.
Support	Email support and access to training videos and help documents.
Maximum number of artwork records	1500. Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images.
Image storage limit	75GB
Document storage	2.5GB. Additional document storage is available as an add-on – please enquire for pricing.
Emails	1,000 sales emails. Additional sales emails and mass mailings are available as an add-on, please enquire for pricing.
Private View	<ol style="list-style-type: none"> 1. Unlimited* Private View web pages can be made with a high offline storage allowance on mobile devices. 2. Portfolio version of PrivateViews app (i.e. one iPhone and one iPad activation for the PrivateViews app).
Exclusions	<p>Artlogic One for Galleries excludes the following:</p> <ol style="list-style-type: none"> 1. Public or private website development or hosting. Artworks data/image feed available as an extra – please enquire for pricing; 2. Certain sections including Mailings and Marketing & Events; 3. Additional galleries (e.g. second space); 4. Additional Private View device activations; 5. Some external feeds / synchronisations to third-party systems; 6. Contact synchronisation to mobile devices.

6.4. Database: Artlogic One 500 For Artists and Artlogic One for Artists.

Artlogic One and Artlogic One 500 are simplified versions of the art gallery system and are sold as per Artlogic’s demonstration system with some limitations. Artlogic One and Artlogic One 500 offer less functionality than the demonstration system, with a single ‘view’ of contacts and three ‘views’ of inventory – ‘main’, ‘prints & editions’, and ‘all’.

Artlogic One and Artlogic One 500 have a single login which means only one person can use the system and the Client will not be able to add another user with a different login or privileges to the Client without upgrading the Client’s package.

The key features of the Artlogic One and the Artlogic One 500 are set out below:

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Number of users included	One. This is a single-user system whereby only one computer is permitted to connect to the database at a time. There is no option to add additional users.	
Support	Artlogic One: Email support. Access to training videos and help documents.	Artlogic One 500: Limited email support through the “Report a problem” button provided to one named individual only. Access to training videos and help documents.
Maximum number of artworks records	Artlogic One: 1500. Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images.	Artlogic One 500: 500. Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images.
Image storage limit	75GB	
Maximum number of contacts records	Artlogic One: Unlimited*	Artlogic One 500: 500
Document storage	1GB. Additional document storage is available – please contact us for pricing.	
Emails	Artlogic One: Up to 1000 sales emails (offers). Option to purchase additional sales emails and send mass mailings – please enquire for pricing.	Artlogic One 500: Up to 500 sales emails (offers). Option to purchase additional sales emails and send mass mailings – please enquire for pricing.
Private View	Unlimited* Private View web pages can be made with a high offline storage allowance on mobile devices. Portfolio version of PrivateViews app (i.e. one iPhone and one iPad activation for the PrivateViews app).	
Exclusions	Artlogic One and Artlogic One 500 for Artists exclude the following: <ol style="list-style-type: none"> 1 Public or private website development or hosting. Artworks data/image feed available as an extra – please enquire for pricing; 2 Certain sections including Mailings and Marketing & Events; 3 Additional galleries (e.g. second space); 4 Additional Private View device activations; 5 Some external feeds / synchronisations to third-party systems; and 6 Contact synchronisation to mobile devices. 	

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6.5. Database: Artlogic One For Collectors and Artlogic One 250 for Collectors.

This is a simplified version of the art gallery system and is sold as per the Artlogic demonstration system with some limitations. Please review the Artlogic demonstration system and discuss it with Artlogic to ensure its suitability before placing an order.

This edition has fewer features – for instance, it does not have Marketing and Events list management, mass HTML mailings functionality, Invoicing, Accounts, Sales Pipeline, Offers and Reserves, Market Intelligence, amongst other things. It has a single login which means only one person can use the system and Client will not be able to add another user with a different login or privileges to Client without upgrading its package. There is one level of access to sensitive information (e.g. financial information) cannot be hidden from the user.

The key features of Artlogic One and Artlogic One 250 for Collectors are set out below:

Number of users included	One. This is a single-user system whereby only one computer is permitted to connect to the database at a time. There is no option to add additional users.	
Support	Artlogic One: Email support, access to training videos and help documents.	Artlogic One 250: Limited email support through the “Report a problem” button provided to one named individual only. Access to training videos and help documents.
Maximum number of artwork records	Artlogic One: 1500. Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images.	Artlogic One 250: 250. Each artwork can have multiple images and each image can be up to 15MB and 6000x6000 pixels. Unlimited* uploads of standard artwork images.
Image storage limit	75GB	
Maximum number of contact records	Artlogic One: 500	Artlogic One 250: 250
Document storage	1GB. Additional document storage is available – please contact us for pricing.	
Emails	None.	

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Private View	<ol style="list-style-type: none"> 1. Unlimited* Private View web pages can be made with a high offline storage allowance on mobile devices. 2. Portfolio version of PrivateViews app (i.e. one iPhone and one iPad activation for the PrivateViews app).
Exclusions	<p>Artlogic One and Artlogic One 250 for Collectors exclude the following:</p> <ol style="list-style-type: none"> 1. Public or private website development or hosting. Artworks data/image feed available as an extra – please enquire for pricing; 2. Certain sections including Mailings and Marketing & Events; 3. Additional galleries (e.g. second space); 4. Additional Private View device activations; 5. Some external feeds / synchronisations to third-party systems; and 6. Contact synchronisation to mobile devices.

7. Website and E-Commerce Products

7.1. Website: for Galleries and Artists

	Essential	Professional	Expert
Limits			
Users	2	Unlimited	Unlimited
Multiple permissions	No	Yes	Yes
Artworks <i>No limit to Artwork Records</i>	200	500	Unlimited <i>A fair usage policy of 5,000 artworks applies</i>
Support	Email	Email and telephone support.	Email and telephone support.
Storage	<ul style="list-style-type: none"> - Unlimited*, providing material is all available to the public on Client's website. - Artlogic does not organise media downloads or streaming. 		
Bandwidth	Unlimited*		
Features			
CMS Features	<ul style="list-style-type: none"> - Google Fonts - View-on-a-wall - Standard SEO tools - Tax handling 	<ul style="list-style-type: none"> - Google Fonts - Custom Fonts - View-on-a-wall - Augmented reality - Standard SEO tools - Advanced SEO - Tax handling - Password protection 	<ul style="list-style-type: none"> - Google Fonts - Custom Fonts - View-on-a-wall - Augmented reality - Standard SEO tools - Advanced SEO - Tax handling - Password protection

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		- Data capture - Languages & translation	- Data capture - Languages & translation - Custom Private Views link pages
Store Customisation	Basic Style Customisations	Advanced Style Customisations	Custom CSS
Live Landing Pages	Unlimited	Unlimited	Unlimited
Artlogic Branding	Yes	Yes	No
Transaction Rates	Please see the Artlogic website for an up-to-date list of our Credit Card / Debit Card transaction rates		
Exclusions			
	Advanced Style Customisations Custom CSS Custom Fonts Augmented reality Advanced SEO Tax handling Password protection & data capture Languages & translation Custom Private Views links	Custom CSS Custom Private Views links	
	<p>Website also excludes the following:</p> <ol style="list-style-type: none"> 1. Importing or entering the material for Client websites; 2. Translating and inputting of any material for multiple languages, including button names, menus, etc.; 3. Relating the website to any other system, shopping cart, mailing list unless by written agreement; 4. Customisation to give users different views and privileges, private areas; 5. Any sections or pages of the website that are not discussed; 6. Any customisation to reflect multiple locations; 7. SEO work or consultancy; 8. High-traffic events or Print drops. 		

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7.2. E-Commerce (Online Store): for Galleries and Artists

	Starter	Essential	Professional	Expert
Limits				
Users	2	2	Unlimited	Unlimited
Multiple permissions	No	No	Yes	Yes
Artworks <i>No limit to Artwork Records</i>	20	200	500	Unlimited <i>A fair usage policy of 5,000 artworks applies</i>
Support	Email	Email	Email and telephone support.	Email and telephone support.
Storage	<ul style="list-style-type: none"> - Unlimited, providing material is all available to the public on Client's website. - Artlogic does not organise media downloads or streaming. 			
Bandwidth	Unlimited.			
Features				
CMS Features	<ul style="list-style-type: none"> - Google Fonts - View-on-a-wall - Standard SEO tools - Tax handling 	<ul style="list-style-type: none"> - Google Fonts - View-on-a-wall - Standard SEO tools - Tax handling 	<ul style="list-style-type: none"> - Google Fonts - Custom Fonts - View-on-a-wall - Augmented reality - Standard SEO tools - Advanced SEO - Tax handling - Password protection - Data capture - Languages & translation 	<ul style="list-style-type: none"> - Google Fonts - Custom Fonts - View-on-a-wall - Augmented reality - Standard SEO tools - Advanced SEO - Tax handling - Password protection - Data capture - Languages & translation - Custom Private Views link pages
Store Customisation	Templated Online Shop	Basic Style Customisations	Advanced Style Customisations	Custom CSS
Live Landing Pages	1	Unlimited	Unlimited	Unlimited
Artlogic Branding	Yes	Yes	Yes	No
Transaction Rates	Please see the Artlogic website for an up-to-date list of our Credit Card / Debit Card transaction rates			
Exclusions				
	The E-Commerce (Online Store) module offers online store and landing page functionality. Full website functionality are available with the Website module.			

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	<ul style="list-style-type: none"> - Basic Style Customisations - Advanced Style Customisations - Custom CSS - Standard SEO tools - Custom Fonts - Augmented reality - Advanced SEO - Tax handling - Password protection & data capture - Languages & translation - Custom Private Views links 	<ul style="list-style-type: none"> - Advanced Style Customisations - Custom CSS - Custom Fonts - Augmented reality - Advanced SEO - Tax handling - Password protection & data capture - Languages & translation - Custom Private Views links 	<ul style="list-style-type: none"> - Custom CSS - Custom Private Views links 	<ul style="list-style-type: none"> - Custom Private Views links
	<p>E-Commerce also excludes the following:</p> <ol style="list-style-type: none"> 1. Importing or entering the material for Client websites; 2. Translating and inputting of any material for multiple languages, including button names, menus, etc.; 3. Relating the website to any other system, shopping cart, mailing list unless by written agreement; 4. Customisation to give users different views and privileges, private areas; 5. Any sections or pages of the website that are not discussed; 6. Any customisation to reflect multiple locations; 7. SEO work or consultancy; 8. High-traffic events or Print drops. 			

7.3. Website: Gallery Website 500, Gallery Website 1000 and Gallery Website Unlimited.

The key features of Gallery Website are set out below:

Number of artwork and artist records	Gallery Website 500	Gallery Website 1000	Gallery Website Unlimited
	500 artworks and 30 artist records.	1,000 artworks and 50 artist records.	Unlimited* artworks and artist records subject to fair

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			use policy of 10,000 live artworks and 500 artists.
Storage	<ol style="list-style-type: none"> 1. Unlimited*, providing material is all available to the public on Client's website. 2. Artlogic does not organise media downloads or streaming. 		
Bandwidth	Unlimited*.		
Support	Gallery Website 500 Email support, access to help documents and guidance during initial set-up.	Gallery Website 1000 Email and telephone support, access to help documents and guidance during initial set-up.	Gallery Website Unlimited Email and telephone support, access to help documents and guidance during initial set-up.
Exclusions	Gallery Website excludes the following: <ol style="list-style-type: none"> 1. Importing or entering the material for Client websites; 2. Translating and inputting of any material for multiple languages, including button names, menus, etc.; 3. Relating the website to any other system, shopping cart, mailing list unless by written agreement; 4. Customisation to give users different views and privileges, private areas; 5. Any sections or pages of the website that are not discussed; 6. Any customisation to reflect multiple locations; 7. SEO work or consultancy; 8. High-traffic events or Print drops. 		

7.4. Website: Artist Website 200, Artist Website 500 and Artist Website Unlimited.

The key features of Artist Website are set out below:

Number of artwork and artist records	Artist Website 200 200 artwork records by one artist.	Artist Website 500 500 artwork records by one artist.	Artist Website Unlimited Unlimited* artwork records by one artist, subject to Fair Use Policy.
Storage	Unlimited*, providing the material is all available to the public on Client's website. Artlogic does not organise media downloads or streaming.		
Bandwidth	Unlimited*.		
Support	Artist Website 200: Email support, access to help	Artist Website 500: Email and telephone support,	Artist Website Unlimited: Email and telephone

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	documents and guidance during initial set-up.	access to help documents and guidance during initial set-up.	support, access to help documents and guidance during initial set-up.
Exclusions	<p>Artist Website excludes the following:</p> <ol style="list-style-type: none"> 1. Artists records; 2. Importing or entering the material for Client websites; 3. Translating and inputting of any material for multiple languages, including button names, menus, etc.; 4. Relating the website to any other system, shopping cart, mailing list unless by written agreement; 5. Customisation to give users different views and privileges, private areas; 6. Any sections or pages of the website that are not discussed; 7. Customisation to reflect multiple locations; 8. SEO work or consultancy; 9. High-traffic events or Print drops. 		

7.5. Online Viewing Rooms (Small, Medium, Large)

The key features of Online Viewing Rooms are set out below:

Artwork and artist records	Online Viewing Room – Small: Up to 1,000 artwork records and 50 artist records with unlimited* traffic / bandwidth (subject to Artlogic’s Fair Usage Policy).	Online Viewing Room – Medium: Unlimited artwork records and up to 150 artist records with unlimited* traffic / bandwidth (subject to Artlogic’s Fair Usage Policy).	Online Viewing Room – Large: Unlimited artworks and up to 500 artist records with unlimited* traffic / bandwidth (subject to Artlogic’s Fair Usage Policy).
Viewing rooms	Online Viewing Room – Small: Up to 2 live current online viewing rooms on Client’s website navigation or on lists of viewing rooms. Up to 50 live archive/past online viewing rooms.	Online Viewing Room – Medium: Up to 4 live current online viewing rooms on Client’s website navigation or on lists of viewing rooms plus a further 10 that are concurrently live but are not listed.	Online Viewing Room – Large: Up to 10 live current online viewing rooms on Client’s website navigation or on lists of viewing rooms plus a further 20 that are concurrently live but are not listed. Unlimited* number of archive/past online viewing rooms.

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		Unlimited* number of archive/past online viewing rooms.	
Storage	Unlimited* storage, providing the material is all available to the public on Client's Online Viewing Rooms. We do not organise media downloads or streaming. For Audio / Video files Client should use a streaming service with which Artlogic can integrate, such as Vimeo / YouTube / SoundCloud.		
Support	<ul style="list-style-type: none"> ● Artlogic may provide help documents and guidance in the initial set-up. ● Support available to up to: <ul style="list-style-type: none"> ○ 1 nominated team member (small viewing room) ○ 3 nominated team members (medium viewing room) ○ 6 nominated team members (large viewing room) ● Long-term, ongoing email and phone support is available to Client free of charge, providing the requests are reasonable and they relate to the use of the Content Management System (CMS) or technical support questions relating to Artlogic Online Viewing Rooms. 		
Exclusions	<p>Online viewing rooms service exclude the following:</p> <ol style="list-style-type: none"> 1. Relating the Online Viewing Rooms to any other system, shopping cart, mailing list unless by written agreement; 2. Translating and inputting of any material for multiple languages, including button names, menus, etc.; 3. Customisation to give CMS users different views and privileges, private areas; 4. Any sections or pages of the website that are not discussed; 5. Any customisation to reflect multiple locations; 6. SEO work or consultancy; and 7. High-traffic events or Print drops. 		

** A fair usage policy applies to any Unlimited product specifications. Artlogic reserves the right to implement limitations in cases of excessive or unusual usage, included but not limited to: bandwidth, users, visitors, artworks, contacts, records, text content, images, video, media.*

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8. Marketing

The key features of our Marketing module range are set out below:

	Essential	Professional	Expert
Limits			
Only available with Management - this is not a standalone product			
Contacts	Up to 1,000	Up to 10,000	Unlimited Charged per 10,000 contacts
Emails/Month	5,000	50,000	10 x contact limit
Features			
	<ul style="list-style-type: none"> - Newsletter/Email Builder - Email Analytics - Marketing and Event Lists 	<ul style="list-style-type: none"> - Newsletter/Email Builder - Email Analytics - Marketing and Event Lists 	<ul style="list-style-type: none"> - Newsletter/Email Builder - Email Analytics - Marketing and Event Lists

9. Sales

The key features of our Sales module range are set out below:

	Starter	Professional
Limits		
Only available with Management - this is not a standalone product		
Users	1	1 or more
Features		
	<ul style="list-style-type: none"> - Offers - Private Views - Artlogic App 	<ul style="list-style-type: none"> - Pipeline - Gmail integration - Custom Private View Links - Advanced reporting
Exclusions		
	<ul style="list-style-type: none"> - Pipeline - Gmail integration - Custom Private View Links - Advanced reporting 	

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PART C: WEBSITE AND ONLINE VIEWING ROOMS SPECIFIC TERMS

10. Website and Online Viewing Rooms

The following terms apply to any website or online viewing room products (whether for artists, collectors or galleries).

10.1. Functionality

- Artlogic offers a choice of several designs and the website will look and function as shown in the example site the Client has chosen.
- The Client acknowledges that this is an off-the-shelf ready-made product, providing a fast alternative to the development of a bespoke website and, as a generic service, the website may not fully meet Client's requirements now or in the future. It is the Client's responsibility to establish that the service meets their needs and offers good value.
- Client is responsible for customising its website to achieve the design the Client requires.
- No changes to the design and programming will be made that cannot be made by Client using the tools available in the CMS.
- Clients with Website Expert and E-Commerce Expert modules or Gallery Website 500, Gallery Website 1000, Gallery Website Unlimited, Artist Website 200, Artist Website 500, Artist Website Unlimited, Online Viewing Room – Small, Online Viewing Room – Medium and Online Viewing Room – Large products who require customisation that is not possible with the tools available may enter their own third-party CSS or hire a third-party developer to do so, using the 'Customise CSS styles' setting in the CMS. This allows Client to customise some of the visual style and layout, but with limitations.

By doing so, Client agrees to the following terms and conditions:

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- Whilst Client website includes Client's own third-party CSS, Artlogic will not be able to offer support for the layout and design of the website and this will become Client's responsibility to maintain.
- It is Client's responsibility to understand the limitations and functionality of CSS, and additionally we cannot guarantee that CSS will function as expected when used within our platform framework.
- Edited styles can be removed, and the website can be reset in order to receive support from Artlogic.
- Any changes Artlogic make to the programming in the future may affect Client's changes and it will be Client's responsibility to resolve these issues at its own expense. This may occur because the Client's website is based on a centralised template system shared between many clients.
- In the case that the desired design or layout is not possible by changing the CSS alone, Artlogic will not make any changes to the HTML markup or any other programming in order to fulfil Client's requirements. The effect of Client CSS changes may be constrained by the programming of the website. Client should only use this setting if it has experience with CSS and Client accepts full responsibility for its use of the CSS.

10.2. Bespoke design and development work

- If Client has commissioned Artlogic to conduct bespoke design and development work then this work will be conducted based on the design and development schedule that has been agreed between both parties.
- A design presentation will be created for Client by Artlogic's design team. The designs will then be delivered as an online presentation which Client can view. One round of design feedback / design revisions is included unless otherwise specified. Once the designs are approved by Client, Artlogic will begin work on building Client's custom designed viewing room.
- If Client changes its mind about any element of the design and development work once agreed, and submits a request to revisit designs or make changes after Artlogic has moved onto the next stage or started programming, this work may fall outside of

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the agreed scope and may be subject to additional charges. Numerous or extensive changes to the scope may also affect the timeline.

10.3. Video and audio functionality

- Artlogic does not organise media downloads or streaming. Artlogic can integrate Client's chosen streaming service on the website for playing audio and video files, however, Artlogic shall not be responsible for the relevant streaming service.

10.4. E-commerce

- E-commerce comes as standard with Website Essential, Website Professional and Website Expert.
- For all other website products, if requested, Artlogic may enable e-commerce at an additional cost. This would involve adding shopping cart functionality where multiple different items can be added or removed before proceeding to a checkout. Users can record their payment and delivery details before payment is secured. Please enquire with us for price plans.
- To enable e-commerce, the Client will need to have a free account with Stripe, who will secure the payment on any major credit card. Please see www.stripe.com for details of their terms of use and pricing. Any use of Stripe by the Client is entirely at its own risk and Artlogic assumes no responsibility and shall have no liability for the acts or omissions of Stripe or any other payment service provider.

10.5. Credits

- Upon request, you shall include a notice on any site created or developed by us identifying us as a creator, for example, 'Site by Artlogic' with a hyperlink to our own website. Any notice and link must be pre-approved by Artlogic in writing. You agree to list us in any page containing details about copyright holders.

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10.6. Launch

- In order to make the Client website live and visible to the public, Client will need to connect it to its web domain(s). In this process, Client will change the relevant settings in its domain registrar account (DNS). Artlogic will provide instructions on which settings need to be changed. Once the Client's DNS has been updated it can take up to 72 hours to take effect. Client is responsible for making these changes and Artlogic advises using an IT support professional for managing the Client's DNS. Artlogic can attempt to complete the above on the Client's behalf for a fee (as set out in the Client order confirmation) and on the condition that the Client supplies access to the Client DNS or contact details for the person or company responsible. In most cases, Artlogic will be able to successfully connect to the Client domain but Artlogic cannot guarantee this. In some rare instances where the DNS setup is more complex or inaccessible to Artlogic, Artlogic may need to charge further fees or may not be able to complete the changes on the Client's behalf.

10.7. SEO and consultancy

- Artlogic is not an SEO specialist and does not offer any form of SEO work or consultancy as part of its product offering.
- There is a full suite of SEO tools available to the Client in the Artlogic CMS but it is the Client's sole responsibility to manage any input of data.
- Artlogic reserves the right to make its own decisions about any possible changes to SEO tools or data and does not guarantee that it will implement any changes requested by a third-party SEO consultant.

10.8. Accessibility

- Websites and online applications are subject to accessibility standards which are legislated by the territories in which Client operates. Website accessibility is defined as making Client's content and design clear and simple enough to provide equal access, so most users can use it without adaptation, whilst supporting users who do

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need adaptation. This may include, but not limited to, adhering to WCAG (Web Content Accessibility Guidelines) or similar accreditation standards.

- Artlogic is not an accessibility specialist and does not offer any form of accessibility consultancy or guarantees as part of our product offering
- It is Client's responsibility to ensure Client's website complies with accessibility requirements within the territories it operates. Artlogic cannot guarantee accessibility compliance.
- Artlogic is not responsible for any resulting legal action from lack of accessibility compliance.

10.9. High-traffic events - additional hosting fees

- High-traffic events or 'Print drops' are excluded from our fees. In the event that a Client wishes to run an online launch or e-commerce event which is likely to attract high traffic to Client's website, Client should discuss this with Artlogic in advance so that Artlogic can help to manage the additional traffic. Additional hosting fees may apply.

10.10. Fair Usage Policy

The following fair usage policy applies as set out below:

Artworks

- All websites and online viewing rooms are subject to a fair usage cap of 5,000 artworks.

E-commerce

- If e-commerce is enabled and the shopping cart is exceptionally busy, users may have to enter a queue to access the shopping cart.

The following technical limitations apply where Client uses a shared server:

Data capture

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- If data capture is enabled, there is a limit on how many visitors can enter a viewing room at any one time. The limit depends on whether the viewing room is required to interact with an Artlogic Database:
 - where a viewing room is not connected to an Artlogic Database, the limit is 500 new visitors per minute; and
 - where a viewing room is connected to an Artlogic Database, the limit is 200 new visitors per minute.

Traffic limits

- A maximum of 5,000-page requests per minute per website (e.g. loading a page, clicking to view artwork details etc). Viewing rooms that require traffic above these levels may require a dedicated server or multiple scaling servers. Client may contact us to discuss their requirements.

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Last updated: July 2023

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