



Kunstraum LLC Terms of Use

These Terms of Use, together with Kunstraum LLC's [Privacy Policy](#), set forth the terms and conditions ("Terms") that apply to your access and use of the Kunstraum LLC website, located at <https://www.kunstraumllc.com> together, the "Site"). "Kunstraum" includes Kunstraum LLC and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents. The Kunstraum Services may include but are not limited to accessing or using any content, information, services, features or resources available or enabled via the Site.

By using or accessing the Site you agree to these Terms, as updated from time to time in accordance with Section 11 below. Because Kunstraum provides a wide range of services, we may at times ask you to review and accept supplemental terms that apply to your interaction with a specific product or service. **These Terms state that any disputes between you and Kunstraum must be resolved in arbitration or small claims court.**

1. Account Security. To use the Site, you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) use the Site in compliance with any and all applicable laws and regulations.

2. Account Registration. To access some features of the Site, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a username and password ("Registration Information"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Kunstraum for any purpose. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at info@kunstraumllc.com.

3. Order Process.

3.1. Order Acceptance. Each part of any order that you submit to Kunstraum constitutes an offer to purchase. If you do not receive a message from Kunstraum confirming receipt of your order, please contact our Customer Service department before re-entering your order. Kunstraum's confirmation of receipt of your order does not constitute Kunstraum's acceptance of your order. Kunstraum is only deemed to have accepted your order once (i) the product(s) you ordered have been shipped (the "Product"). If you do not receive an email from Kunstraum confirming receipt of an order that you placed, please contact Kunstraum at info@kunstraumllc.com before you attempt to place another order.



3.2. Order Issues. Although we strive to accept all valid orders, Kunstraum reserves the right to deny any order for any reason, including if: (i) we discover an error in pricing and/or other information about the Product or receive insufficient or erroneous billing, payment, and/or shipping information, (ii) we suspect an order has been placed using stolen payment card information or otherwise appears to be connected to fraud, or (iii) the ordered Product is unavailable due to discontinuance or otherwise. We may also refuse any order that is connected with a previous payment dispute.

3.3. Order Cancellation. If any Product is discontinued or otherwise becomes unavailable, Kunstraum reserves the right to cancel your order and provide you a refund for the amount paid for the Product.

3.4. Restrictions on Resale. To protect the intellectual property rights of Kunstraum and its licensors and suppliers, any resale of Products for personal and/or business profit is strictly prohibited. Kunstraum reserves the right to decline any order that we deem to possess characteristics of reselling.

4. Fees and Purchase Terms.

4.1. Payment. You agree to pay all fees or charges in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Kunstraum with valid payment information in connection with your orders. By providing Kunstraum with your payment information, you agree that (i) Kunstraum is authorized to immediately invoice you for all fees and charges due and payable to Kunstraum hereunder, (ii) Kunstraum is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services), and (iii) no additional notice or consent is required for the foregoing authorizations. You agree to immediately notify Kunstraum at info@kunstraumllc.com of any change in your payment information, or regarding any billing disputes.

4.2. Shipping and Taxes. All prices are exclusive of shipping and insurance and installation charges, all of which are your sole responsibility. All prices are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now and hereafter claimed or imposed by any governmental authority upon the sale or delivery of the Products (“Taxes”), and any related penalties and interest. Any such charges will be added to the price or subsequently charged to the purchaser, unless Kunstraum receives a valid tax exemption certification from the purchaser prior to shipment. Purchaser shall be responsible for payment of all such Taxes. In the event Kunstraum is required to pay any such tax, duty or charge, the purchaser will promptly reimburse Kunstraum.

4.3. Refunds. Except as set forth in Section 3.3, all fees are non-refundable.



4.4. Discounts and Promo Codes. We may, in our sole discretion, create discounts and promotional codes that may be redeemed for credit, or other features or benefits, subject to any additional terms that we establish on a per promotional code basis (“Promo Codes”). Promo Codes may only be used once per person. Only Promo Codes sent to you through official Kunstrraum communications channels are valid. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to us; (iv) may only be used pursuant to the specific terms that we establish for such Promo Code; (v) are not redeemable for cash; and (vi) may expire prior to your use.

4.5. Third-Party Payment Processor. Kunstrraum may permit you to submit payment through a third-party service provider for payment services as detailed in a corresponding invoice (e.g., card acceptance, merchant settlement, and related services). By using the third-party service provider to submit payment, you agree to be bound by said third-party service provider’s applicable policies, and hereby consent and authorize Kunstrraum to share any information and payment instructions you provide with one or more third party service provider(s) to the minimum extent required to complete your transactions and fulfill your orders.

5. Prohibited Conduct. You agree not to:

- A. Use the Site for any illegal purpose, or in violation of any local, state, national, or international law;
- B. Violate or encourage others to violate the rights of third parties, including intellectual property rights;
- C. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- D. Interfere in any way with security-related features of the Site;
- E. Interfere with the operation or any user’s enjoyment of the Site, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- F. Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without Kunstrraum’s express written permission;



G. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or

H. Sell or otherwise transfer the access granted herein.

6. Third Party Content. The Site may contain links to third party websites and services. Kunstrraum provides such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that Kunstrraum has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content. Kunstrraum shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services.

7. Intellectual Property. You acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit to Kunstrraum through this Site. This Site is protected by applicable copyright and other intellectual property laws, and no materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Site belong to Kunstrraum, except third-party trademarks or service marks, which are the property of their respective owners.

8. User Content. You represent and warrant that you own or otherwise have the right to use any content you post to the Site. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact our Designated Agent:

Nadja Verena Marcin
Kunstrraum LLC
20 Grand Avenue, Loft 509, New York, New York 11205
Phone: +1.646.924.9656
Email: info@kunstrraumllc.com

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Kunstrraum has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of Kunstrraum or others.



9. Indemnification. You agree that you will be personally responsible for your use of the Site, and you agree to defend, indemnify, and hold harmless Kunstraum from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. Kunstraum reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

10. Termination. If you violate these Terms, your permission to use the Site will automatically terminate. In addition, Kunstraum, in its sole discretion, may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your account at any time by contacting Kunstraum at info@kunstraumllc.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but Kunstraum may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Site.

11. Modification of the Terms. Kunstraum reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Site. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

12. Disclaimers of Warranties. The Site provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Although Kunstraum seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Site, and there may at times be inadvertent technical or factual errors or inaccuracies. Kunstraum specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Site. Kunstraum does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Site.

13. Limitation of Liability. In no event will Kunstraum be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not Kunstraum has been



informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

14. Force Majeure. Kunstraum shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

15. Governing Law. These Terms are governed by the laws of the State of New York, without regard to conflict of law principles. Subject to Section 16, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Kunstraum agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Kings County, New York for the purpose of litigating all such disputes.

16. Dispute Resolution by Binding Arbitration. In the interest of resolving disputes between you and Kunstraum in the most expedient and cost-effective manner, you and Kunstraum agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration or litigation under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.

17. Modification of the Site. Kunstraum reserves the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that Kunstraum will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.

18. General.

A. **Entire Agreement.** These Terms, together with the [Privacy Policy](#), constitute the entire and exclusive understanding and agreement between you and Kunstraum regarding your use of and access to the Site, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

B. **No Waiver.** The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the



Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

C. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

D. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

19. Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

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