

# Terms & Conditions — AGOP MTÜ (Membership, Member Cabinet, Marketplace, Exhibitions & Consultations)

Effective date: 03 March 2026

## 1. About these Terms

These Terms & Conditions (“Terms”) govern the use of the AGOP website, the member account area (“Member Cabinet”), membership plans, the AGOP marketplace (“Marketplace”), and AGOP exhibitions/events and consultations.

By accessing or using the website, creating an account, purchasing a membership plan, listing or buying/selling on the Marketplace, applying to exhibitions/events, or booking consultations, you agree to these Terms.

## 2. Operator and contact

The website, Member Cabinet, Marketplace, and related services are operated by **AGOP MTÜ** (“AGOP”, “we”, “us”).

For payment processing and operational support, AGOP may work with its co-founder and partner **Värvikaru OÜ** (“Partner”).

**Contact:** [agop@globalpainters.net](mailto:agop@globalpainters.net)

**Address:** Nooruse 4-4, Loksa linn, Harju maakond, Estonia

**Registry code:** 80657441(AGOP MTÜ)

**VAT number (if any):** Not applicable

## 3. Definitions

- **Website** — the AGOP website and related pages/services.
- **User** — any person accessing or using the Website.
- **Account** — a registered profile used to access the Member Cabinet and/or Marketplace.
- **Member** — a User with an active AGOP membership plan.
- **Member Cabinet** — the account area providing Member features and settings.
- **Marketplace** — the online marketplace where Members may list artworks for sale.
- **Seller** — a Member who lists and sells artworks on the Marketplace.

- **Buyer** — a User purchasing from a Seller.
- **Listing** — a product page/offer created by a Seller.
- **Commission** — a fee charged by AGOP for Marketplace transactions, based on the Seller's membership plan.
- **Payment Processing Fees** — fees charged by payment providers (e.g., card processors).
- **Exhibition / Event** — any online or in-person exhibition, show, display, or related event organized or co-organized under AGOP.
- **Flagship Exhibitions** — AGOP's two main annual exhibitions (typically Spring and Autumn).
- **Exhibition Rules** — participation rules for a specific Exhibition/Event (deadlines, fees, technical requirements, logistics) published by AGOP.
- **Participation Fee** — a fee for participation in an Exhibition/Event (if applicable), defined by the Member's plan and/or the Exhibition Rules.
- **Consultations** — advisory services provided by AGOP and/or its representatives.

#### **4. Marketplace model: AGOP is an intermediary**

AGOP provides the Marketplace infrastructure and acts as an **intermediary**.

**The Seller (artist) is the legal seller of the artwork** and is solely responsible for:

- the accuracy of Listing information and pricing;
- authenticity, authorship, and lawful sale;
- packaging and shipping;
- customer service, returns, and refunds;
- compliance with applicable consumer, tax, and export/import laws.

**The purchase contract is concluded between Buyer and Seller.** AGOP is not a party to that contract.

#### **5. Account and Member Cabinet**

You must provide accurate registration information and keep it up to date. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your Account.

We may suspend or terminate Accounts that violate these Terms, applicable law, or Marketplace/Exhibition Rules, or where we reasonably suspect fraud, abuse, or security risks.

## 6. Membership plans and fees

AGOP offers membership plans with different features and Marketplace commission rates. Current plans, pricing, and inclusions are published on: **[insert “Pricing/Tariffs” page link]**.

Membership fees are payable in advance and provide access to Member services and/or the Marketplace as described in the selected plan.

We may update membership pricing and plan features from time to time. Changes apply prospectively and will be posted on the Pricing/Tariffs page and/or communicated to Members.

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# Exhibitions, Events, and Consultations

## 6A. Exhibitions, Events, and participation rules

AGOP organizes and co-organizes online and in-person Exhibitions/Events as a core direction of its activity. Exhibitions are held predominantly in **Tallinn, Estonia**, but may also take place in other locations and countries.

Participation in Exhibitions/Events is governed by:

1. these Terms; and
2. the **Exhibition Rules** published for a particular Exhibition/Event.

If there is any conflict between these Terms and the Exhibition Rules for a specific Exhibition/Event, the **Exhibition Rules** shall prevail for that Exhibition/Event.

## 6B. Flagship Exhibitions: eligibility and submission

1. **Eligibility.** Only **active Members** of AGOP are eligible to participate in Flagship Exhibitions, unless Exhibition Rules explicitly provide otherwise.
2. **Eligible works.** Only **original artworks** created in any artistic technique are eligible. There are no restrictions on the creation date of works unless stated otherwise in the

Exhibition Rules.

3. **Number of submissions.** A Member may submit up to **three (3)** artworks for consideration. Organizers may select **one or more** works based on the theme, style, and concept of the event.
4. **Application requirements.** To apply, the Member must:
  - provide photos of up to three (3) proposed works;
  - complete the application form provided by the organizers; and
  - pay the applicable **Participation Fee** (if any) according to the Member's plan and/or Exhibition Rules, unless explicitly waived.
5. **Deadlines.** Submission deadlines are set individually for each Exhibition/Event and communicated in advance. Late submissions may be rejected.

## **6C. Technical requirements, delivery, and display**

1. **Size.** There are no general size restrictions unless stated otherwise in Exhibition Rules.
2. **Delivery at the Member's expense.** The Member is responsible for delivering selected works to the Exhibition location **at their own cost**, including packaging and transport arrangements, unless stated otherwise in Exhibition Rules.
3. **Hanging and framing requirements.**
  - Canvas on stretcher bars may be accepted without a frame; however, **the edges must be neatly painted**, and the artwork must have a **wire hanger** on the back.
  - Works on paper, cardboard, or canvas mounted on cardboard must be **framed** and must have a **wire hanger**.
4. **Condition and readiness.** Works must arrive exhibition-ready and in good condition. AGOP may refuse to display works that do not meet basic technical/safety requirements.

## **6D. Selection, changes, and organizer discretion**

Selection is made by Exhibition/Event organizers based on alignment with the theme, style, and concept of the event. Organizers may request clarifications or additional materials and may уточнить and supplement rules for each Exhibition/Event separately.

AGOP may make reasonable changes to an Exhibition/Event format, dates, venue, layout, or logistics due to operational needs or circumstances beyond control (including venue constraints, shipping delays, or force majeure).

## **6E. Sales, commissions, and partner support**

AGOP is a non-profit organization and **does not directly sell artworks**. However, works participating in Exhibitions/Events may be sold:

- by the Seller (artist) independently; and/or
- via the AGOP Marketplace; and/or
- through partner organizations.

Where sales are facilitated via partners, terms (including any commission) may be agreed **individually** and may differ from Marketplace commission rules.

## **6F. Care of artworks, liability, and insurance**

1. **Handling and care.** AGOP will take reasonable care of artworks while they are under AGOP's control at the Exhibition venue.
2. **No guaranteed insurance unless stated.** Unless explicitly confirmed in Exhibition Rules or a written agreement, AGOP does **not** provide insurance coverage for loss, theft, or damage. Members are encouraged to arrange their own insurance if needed.
3. **Limitation of liability.** To the maximum extent permitted by law, AGOP is not liable for loss or damage caused by circumstances beyond its reasonable control, including but not limited to shipping/carrier handling, customs actions, venue incidents, force majeure, or third-party actions.
4. **Storage after the event.** Any post-exhibition storage, pickup deadlines, or storage fees (if applicable) are defined in the Exhibition Rules for that event or in a written agreement.

## **6G. Consultations and advisory services**

AGOP may provide Consultations to Members and/or Users. Consultations are informational and advisory in nature and do not constitute legal, tax, financial, or medical advice. Decisions taken based on Consultations remain the responsibility of the Member/User.

Consultations may be scheduled, rescheduled, or canceled under the conditions communicated at the time of booking. AGOP may refuse or discontinue Consultations in cases of abuse, harassment, or violation of these Terms.

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## Marketplace payments, listings, shipping, returns

### 7. Commission and fees

AGOP charges a **Marketplace commission** on sales completed through the Marketplace. The commission rate depends on the Seller's active membership plan at the time of the transaction.

Payment providers may charge additional processing fees. Where applicable, such fees may be deducted from payouts.

**Commission is non-refundable, including in case of returns, except where mandatory law requires otherwise.**

### 8. Payment processing and the role of Värvikaru OÜ

Payments and related operational processes may be handled by **AGOP MTÜ and/or Värvikaru OÜ** as AGOP's partner and service provider (e.g., payment processing, invoicing support, customer support operations, payout administration).

A Buyer may see **AGOP MTÜ and/or Värvikaru OÜ** on payment confirmations or bank/processor statements. This does **not** change the Marketplace model: the **Seller remains the artist**, and the purchase contract is between Buyer and Seller.

### 9. Payouts to Sellers (on request)

Net proceeds (after commission, refunds, chargebacks, and applicable Payment Processing Fees) are paid out to Sellers **upon request** via the available payout method(s) in the Member Cabinet or as otherwise agreed.

We may request verification information (e.g., identity, bank details) to process payouts and to comply with legal or anti-fraud requirements. We may delay or withhold payouts where we reasonably suspect fraud, unlawful activity, or where a transaction is under dispute (including chargebacks).

### 10. Listings, prohibited content, and intellectual property

Sellers must ensure that Listings are accurate, complete, and do not infringe third-party rights.

**Prohibited content/items include (non-exhaustive):**

- counterfeit or stolen goods;
- unlawful, hateful, or discriminatory content;

- content infringing copyright/trademarks;
- items prohibited by applicable law or shipping restrictions.

By uploading images/text to the Website/Marketplace, Sellers grant AGOP a non-exclusive, worldwide, royalty-free license to use such content solely for operating, marketing, and promoting the Website, Marketplace, and Exhibitions/Events (including catalogs, online galleries, and social media), unless the Member explicitly opts out in writing where such opt-out is reasonably possible. Sellers retain full ownership of their artworks and content.

## 11. Shipping and delivery

The Seller is responsible for packaging, shipping, and delivery terms (carrier, tracking, insurance if offered). Any delivery times shown are estimates unless explicitly guaranteed by the Seller.

Risk of loss/damage and the point of risk transfer should be stated by the Seller in the Listing where applicable; if not stated, risk transfers to the Buyer upon delivery to the Buyer (or as required by applicable law).

## 12. Returns and refunds

**Returns are permitted.** Unless otherwise required by law or agreed with the Seller:

- the Buyer must request a return within **14 days** of delivery;
- the artwork must be returned in original condition and packaging where reasonably possible;
- **return shipping costs are paid by the Buyer.**

Refunds are processed after the Seller confirms receipt of the returned item and verifies condition, subject to reasonable inspection. If the item is returned damaged due to inadequate packaging by the Buyer, the Seller may reduce the refund or refuse it, to the extent permitted by law.

**Platform commission is non-refundable.** If a refund is issued, AGOP's Marketplace commission and any non-recoverable Payment Processing Fees may be retained/deducted, to the extent permitted by applicable law.

AGOP may support communication and dispute handling, but the return/refund obligation remains between Buyer and Seller.

## 13. Disputes

If a dispute arises, Buyers and Sellers must first attempt to resolve it directly. If needed, AGOP may provide a mediation channel via support, but AGOP is not obligated to arbitrate and does not guarantee outcomes.

Chargebacks or payment disputes initiated through payment providers may result in transaction reversal and may affect Seller payouts. If a chargeback occurs, AGOP may deduct the disputed amount and related fees from Seller payouts until the dispute is resolved.

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## Legal terms

### 14. Limitation of liability

To the maximum extent permitted by law:

- AGOP is not liable for the quality, safety, authenticity, legality, or delivery of items sold by Sellers.
- AGOP is not liable for indirect or consequential losses, loss of profit, or loss of data.
- AGOP's total liability for direct damages relating to Marketplace services (if any) is limited to the amount of Commission actually received by AGOP for the specific disputed transaction.

Nothing in these Terms limits liability where such limitation is prohibited by law.

### 15. Suspension, termination, and removal of content

We may remove Listings, restrict Marketplace access, suspend payouts, or terminate membership/account access where we reasonably believe there is a breach of these Terms, fraud, or legal risk.

### 16. Privacy and cookies

Personal data is processed according to our **Privacy Policy**: [insert link]

Cookies and tracking technologies are described in our **Cookies Policy**: [insert link]

### 17. Changes to these Terms

We may update these Terms from time to time. The latest version will be posted on the Website with an "effective date". Continued use after changes become effective constitutes acceptance.

### 18. Governing law and jurisdiction

These Terms are governed by the laws of **Estonia**. Courts of Estonia have jurisdiction, unless mandatory consumer law provides otherwise.

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### **Optional insert (recommended placeholders)**

If you want, add these lines under relevant sections:

- **Support email for disputes/returns:** [insert support email]
- **Payout request method:** “Sellers request payouts via the Member Cabinet → Payments/Payouts.” (or your actual path)
- **Exhibition pickup deadline:** [insert standard deadline] (or keep “per Exhibition Rules” as currently written)