ArtQura – Terms and Conditions for Artists and Sellers

Last Updated: 17 October 2026

1. Introduction and Acceptance

These Terms and Conditions for Artists and Sellers ("Seller Terms") govern the relationship between ARAHASOFT PRIVATE LIMITED, operating the ArtQura marketplace ("ArtQura", "Platform", "we", "us" or "our"), and each artist, artisan, creator, gallery or other approved seller ("Artist", "Seller", "you" or "your") offering Products through the Platform.

By registering as an Artist, submitting Products for listing or selling Products through ArtQura, you agree to these Seller Terms and any additional policies, schedules or written agreements communicated by ArtQura.

2. Nature of the Relationship

ArtQura operates an online marketplace and intermediary that enables approved Artists to showcase and sell eligible Products to customers.

Unless otherwise expressly agreed in writing:

- the Artist is an independent seller;
- the Artist is not an employee, agent, partner or legal representative of ARAHASOFT PRIVATE LIMITED;
- ArtQura does not acquire ownership of the Artist's artwork merely by listing it on the Platform;
- the Artist remains responsible for the Products supplied by the Artist; and
- the relationship is that of independent contracting parties.

Nothing in these Seller Terms creates an employment relationship, partnership, joint venture or franchise.

The relationship between the Artist and ArtQura is non-exclusive. The Artist is free to list and sell Products through other platforms, channels or outlets, unless a separate written agreement provides otherwise.

3. Artist Registration and Verification

Artists must provide accurate and complete information requested during onboarding.

This may include:

- full legal name;
- business or artist name;
- address;
- mobile number and email address;
- PAN and/or other tax information;
- GST registration details, where applicable;
- bank account information for settlements;
- identity or address verification documents, where legally or operationally required; and
- information necessary to verify ownership, authorship or authority to sell the Product.

ArtQura may approve, reject, suspend or request additional information regarding an Artist application.

The Artist must promptly update any information that becomes inaccurate or outdated.

4. Artist Representations and Warranties

By listing a Product, the Artist represents and warrants that:

- the Artist is the genuine creator of the Product or has full legal authority to sell it;
- the Product description accurately represents the Product;
- the Product is original where it is described as original;
- any claims regarding authorship, materials, dimensions, age, origin or authenticity are true and supportable;
- the Product does not infringe copyright, trademark, design rights or other intellectual property rights;
- the Product is not counterfeit, stolen or unlawfully obtained;
- the Product complies with applicable laws and regulations;
- the Artist has disclosed any material restoration, repair, reproduction, editioning or other relevant characteristics; and
- all photographs, descriptions and other listing content may lawfully be used on the Platform.

5. Originality and Reproductions

An Artist must clearly identify whether a Product is:

- an original one-of-a-kind work;
- a limited edition;
- an open edition reproduction;
- a print;
- a reproduction of an original work;
- handmade but not unique; or
- a commissioned or customized Product.

An Artist must not describe a reproduction, print, copy or mass-produced item as an original work.

Where an edition is sold, the Artist must accurately disclose the edition size where applicable.

6. Product Listing Requirements

Artists must provide complete and accurate Product information, including, where relevant:

- Product title;
- artist or creator name;
- Product category;
- materials and medium;
- dimensions;
- weight, where relevant;

- year of creation, where relevant;
- originality or edition information;
- condition;
- certificate of authenticity information;
- framing information;
- care instructions;
- country or place of origin;
- availability;
- manufacturing or preparation time;
- shipping requirements; and
- high-quality Product photographs.

ArtQura may require modifications to a listing or remove a listing that is inaccurate, misleading, incomplete, unlawful or inconsistent with Platform standards.

Where applicable, Artists must ensure that Product listings comply with the Legal Metrology Act, 2009 and any other applicable labelling or packaging regulations, including disclosure of country of origin, net quantity and maximum retail price where required by law.

7. Intellectual Property Ownership

The Artist retains ownership of copyright and other intellectual property rights in the Artist's original artwork, except where the Artist has transferred such rights to another person.

By uploading photographs, descriptions, logos, artist biographies or other content to ArtQura, the Artist grants ARAHASOFT PRIVATE LIMITED a non-exclusive, worldwide, royalty-free licence for the duration of the listing on the Platform and for a reasonable period thereafter for archival, transaction records, dispute resolution and legal compliance purposes, to:

- host and display the content;
- promote the Artist and Products;
- advertise the Platform and Products;
- reproduce the content in digital and marketing materials;
- resize, format or technically modify images for Platform display;
- sublicense the content to logistics, payment and marketing service providers solely to the extent necessary for Platform operations; and
- use the content in connection with completed transactions and archival records.

This licence does not transfer ownership of the Artist's intellectual property to ArtQura.

The Artist may request removal of content after the relevant listing is discontinued, subject to reasonable archival, transaction, legal and technical retention requirements.

8. ArtQura's Intellectual Property

The name ArtQura, Platform branding, logos, software, website design and other Platform intellectual property belong to ARAHASOFT PRIVATE LIMITED and/or its licensors.

Artists may not use ArtQura trademarks or branding except as expressly authorized in writing.

Artists may accurately state that they sell or have sold Products through ArtQura, provided such use is not misleading.

9. Product Pricing

The Artist may propose or set Product prices, subject to the commercial model agreed with ArtQura and any applicable Platform pricing policies.

The Artist acknowledges that:

- the displayed customer price may include taxes, shipping, packaging or other charges as applicable;
- ArtQura may charge commissions, marketplace fees, payment processing charges, logistics charges or other agreed fees;
- applicable deductions will be disclosed through the Seller Agreement, fee schedule or Artist dashboard;
- pricing errors may require correction or cancellation; and
- the Artist must comply with applicable tax laws.

Any promotional discounting or special pricing involving an Artist's Product will be governed by the applicable campaign terms or Artist agreement.

10. Marketplace Commission and Fees

ArtQura may charge the Artist a commission or other agreed fees for Platform services.

The applicable commercial terms may include:

- commission percentage;
- listing fees, if any;
- payment gateway charges;
- logistics or packaging charges;
- promotional or advertising charges, where applicable;
- refunds and return-related deductions; and
- applicable taxes.

The exact fee structure shall be communicated to the Artist through a written agreement, fee schedule, dashboard or other documented commercial arrangement.

ArtQura may update its fees upon not less than fifteen (15) days' prior written notice to the Artist, subject to any separate written agreement that specifies a different notice period.

11. Orders

Artists are responsible for maintaining accurate Product availability.

Upon receiving an order, the Artist must:

- confirm availability where required;
- prepare the Product within the agreed timeline;
- package the Product safely and professionally;

- comply with applicable shipping instructions;
- provide information reasonably necessary for fulfilment; and
- promptly notify ArtQura of any inability to fulfil an order.

An Artist must not intentionally cancel confirmed orders except for legitimate reasons.

Repeated cancellations may result in reduced visibility, suspension or termination of the Artist account.

12. Packaging and Shipping

Artists must package artwork and crafts appropriately for the nature and value of the Product.

This may include, where appropriate:

- protective wrapping;
- corner protection;
- moisture protection;
- impact-resistant packaging;
- secure framing protection;
- tamper-resistant packaging; and
- appropriate labelling.

The Artist must follow ArtQura's logistics and shipping instructions where provided.

Where the Artist arranges shipment directly, the Artist must use a reliable and appropriate carrier and provide required tracking or dispatch information.

For high-value or fragile Products, Artists are strongly encouraged to obtain appropriate transit insurance. Where the Artist arranges shipment directly, the Artist is responsible for ensuring adequate insurance coverage for the Product during transit.

13. Damage, Loss and Transit Claims

The allocation of responsibility for damage or loss during transit may depend on the shipping arrangement.

Artists must reasonably cooperate with ArtQura, customers, logistics providers and insurers in investigating transit-related claims.

Where inadequate Artist packaging caused or materially contributed to damage, the Artist may be responsible for applicable losses or deductions, subject to the applicable commercial agreement and law.

14. Returns, Refunds and Customer Claims

Artists acknowledge that customers may have statutory rights and may be entitled to remedies where a Product is defective, materially misdescribed, damaged or otherwise eligible for relief under applicable law, including the Consumer Protection Act, 2019.

Artists must cooperate with ArtQura in handling:

- return requests;
- authenticity disputes;

- damage claims;
- incorrect Product deliveries;
- missing Product claims;
- quality complaints; and
- consumer grievances.

Where an Artist is responsible for a valid customer claim, ArtQura may recover or deduct the applicable amount from pending settlements, subject to the agreed commercial terms and applicable law.

15. Certificate of Authenticity

Where a Certificate of Authenticity ("COA") is provided, the Artist is responsible for ensuring that the information in the COA is accurate.

The COA may include:

- Product title;
- artist name;
- medium or materials;
- dimensions;
- year of creation;
- edition number, where applicable;
- signature or authentication details; and
- other relevant provenance information.

Providing a false or misleading COA is a material breach of these Seller Terms.

16. Prohibited Products and Conduct

Artists must not list or sell:

- counterfeit or stolen goods;
- Products that infringe intellectual property rights;
- unlawful, prohibited or restricted items;
- deceptive reproductions represented as originals;
- Products containing unlawful or prohibited content;
- Products that are unsafe or dangerous contrary to applicable law; or
- Products prohibited by ArtQura policies.

Artists must not:

- manipulate ratings or reviews;
- engage in fraudulent transactions;
- divert customers from ArtQura to avoid agreed Platform fees where such conduct is prohibited by the commercial agreement;
- misuse customer information;
- impersonate another artist;

- submit false information; or
- interfere with Platform security or operations.

17. Artist Content and Biographical Information

Artists are responsible for ensuring that their artist biography, photographs, descriptions and promotional statements are accurate.

ArtQura may edit formatting, spelling, layout or presentation for consistency without materially changing the meaning, where reasonably appropriate.

ArtQura may request corrections to claims that cannot reasonably be substantiated.

18. Ranking and Visibility

ArtQura may determine the ranking, visibility or display order of Products using one or more factors, including:

- relevance to customer searches;
- Product category;
- quality and completeness of listing information;
- Product availability;
- customer engagement;
- ratings and reviews;
- Artist performance;
- fulfilment reliability;
- promotional participation;
- featured or sponsored placements; and
- other legitimate Platform factors.

ArtQura may provide different promotional or visibility opportunities to Artists or Products based on commercial arrangements, campaigns or Platform programs, provided applicable disclosures and legal requirements are met.

Products or listings that receive enhanced visibility through paid promotions or sponsored placements will be identified as such to customers in accordance with applicable law.

19. Taxes

Artists are responsible for determining and complying with their own tax obligations, including income tax, GST and invoicing requirements, except to the extent ArtQura is legally required to collect, deduct or remit amounts.

Artists must provide accurate tax information.

ArtQura may deduct taxes, including TDS or other legally required deductions, from settlements where required by applicable law.

20. Settlements and Payments to Artists

Artist settlement timelines, payment cycles and deductions shall be governed by the applicable commercial arrangement.

Unless a separate written agreement specifies otherwise, settlements for completed and delivered orders will be initiated within fifteen (15) business days of confirmed delivery or such other period as disclosed through the Artist dashboard.

Before settlement, ArtQura may deduct, where applicable:

- Platform commission;
- agreed fees;
- refunds;
- chargebacks;
- applicable taxes or statutory deductions;
- amounts relating to valid customer claims; and
- other amounts contractually payable by the Artist.

Artists must maintain accurate bank account information.

ArtQura is not responsible for delays caused by incorrect bank information, banking system failures or events outside its reasonable control.

21. Data Protection and Customer Information

Artists may receive limited customer information necessary to fulfil an order.

Artists must:

- use customer information only for order fulfilment and legitimate transaction-related communication;
- not sell, rent or disclose customer information for unrelated purposes;
- maintain appropriate security safeguards;
- not use customer contact information for unsolicited marketing without a lawful basis and required consent;
- delete or securely dispose of customer personal data once it is no longer necessary for order fulfilment, legal compliance or dispute resolution; and
- promptly notify ArtQura of suspected unauthorized access, loss or misuse of customer information.

Artists must comply with applicable data protection and privacy laws, including the Digital Personal Data Protection Act, 2023, to the extent applicable.

For further details on how ArtQura handles personal data, please refer to the ArtQura Privacy Policy for Artists and Sellers, available on the Platform.

22. Confidentiality

Each party must keep confidential any non-public information received from the other party in connection with these Seller Terms, including commercial terms, customer information, Platform information, business processes and financial details.

Confidential information does not include information that:

- is or becomes publicly available without breach of these Seller Terms;
- was already known to the receiving party without obligation of confidentiality;
- is independently developed by the receiving party; or
- is required to be disclosed by law, regulation or court order.

The confidentiality obligations in this section shall survive termination of the Artist's account and continue for a period of two (2) years after the date of termination or the date the information was last received, whichever is later.

23. Indemnity

The Artist agrees, to the extent permitted by applicable law, to indemnify and hold harmless ARAHASOFT PRIVATE LIMITED and its directors, officers and employees against reasonable losses, claims and expenses arising from:

- infringement of third-party intellectual property rights;
- false claims of originality or authenticity;
- inaccurate Product descriptions;
- unlawful sale of Products;
- breach of these Seller Terms;
- misuse of customer information; or
- the Artist's fraud, negligence or wilful misconduct.

24. Limitation of Liability

To the maximum extent permitted by law, ArtQura shall not be liable for indirect, incidental, special or consequential losses.

Nothing in these Seller Terms excludes liability that cannot legally be excluded.

Unless a separately executed Artist Agreement specifies different liability caps, ArtQura's aggregate liability to the Artist under these Seller Terms shall not exceed the total commission and fees received by ArtQura from that Artist during the twelve (12) months immediately preceding the event giving rise to the claim.

25. Force Majeure

Neither party shall be liable for any delay or failure in the performance of its obligations under these Seller Terms where such delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, pandemics, epidemics, government actions or orders, wars, civil unrest, strikes, lockouts, power failures, internet or telecommunications failures, cyberattacks, or disruptions to transportation or supply chains.

The affected party will make reasonable efforts to notify the other party and resume performance as soon as practicable.

26. Suspension and Termination by ArtQura

ArtQura may suspend or terminate an Artist account or remove Products where reasonably necessary, including for:

- violation of these Seller Terms;
- suspected counterfeit or stolen Products;
- intellectual property complaints;
- repeated customer complaints;
- repeated order cancellations;
- fraud;
- non-compliance with law; or
- significant risk to customers or the Platform.

Where reasonably appropriate, ArtQura may provide the Artist an opportunity to respond or correct the issue.

Termination does not affect obligations relating to orders already placed, payments due, refunds, disputes, intellectual property claims or other provisions intended to survive termination.

27. Voluntary Termination by Artist

An Artist may request deactivation or termination of their account at any time by providing written notice to ArtQura at the contact details set out in Section 35, or through the account settings on the Platform.

Upon receiving a termination request, the following shall apply:

- all active Product listings will be deactivated;
- pending orders placed before the termination request must be fulfilled by the Artist;
- outstanding settlements for completed orders will be processed in accordance with the applicable payment cycle;
- applicable deductions, including for refunds, chargebacks and pending claims, may be made from final settlements;
- the Artist's content may be retained for a reasonable period for archival, transaction records, dispute resolution and legal compliance purposes, as described in Section 7; and
- confidentiality, indemnity, intellectual property, data protection and other provisions intended to survive termination shall continue in effect.

ArtQura will make reasonable efforts to process account deactivation within thirty (30) days of receiving the request, subject to the completion of pending orders and settlements.

28. Changes to Seller Terms

ArtQura may update these Seller Terms from time to time.

Material changes will be communicated through the Platform, Artist dashboard, email or another reasonable method with not less than fifteen (15) days' prior notice.

Continued use of the Platform after the effective date may constitute acceptance of the revised Seller Terms, subject to applicable law and any separate written agreement.

29. Dispute Resolution

In the event of any dispute or disagreement arising out of or in connection with these Seller Terms or the Artist's use of the Platform, the parties shall first attempt to resolve the dispute amicably through good-faith negotiation and, where applicable, through the grievance redressal mechanism set out in Section 35.

If the dispute is not resolved within thirty (30) days of the initial complaint or notice, either party may refer the dispute to mediation before a mutually agreed mediator.

If mediation fails or is not pursued within a further period of thirty (30) days, the dispute shall be referred to and finally resolved by arbitration administered under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator mutually agreed upon by the parties, or in the absence of agreement, appointed in accordance with the said Act. The seat and venue of arbitration shall be New Delhi, India, and the proceedings shall be conducted in English.

Nothing in this section prevents either party from seeking interim or injunctive relief from a court of competent jurisdiction where necessary to protect its rights.

30. Governing Law and Jurisdiction

These Seller Terms shall be governed by the laws of India.

Subject to the dispute resolution mechanism set out in Section 29, the courts having jurisdiction over New Delhi, Delhi shall have exclusive jurisdiction over disputes arising from or relating to these Seller Terms.

31. Severability

If any provision of these Seller Terms is held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be severed or modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

32. Waiver

The failure of either party to enforce any right or provision of these Seller Terms shall not constitute a waiver of such right or provision. Any waiver of any provision shall be effective only if made in writing.

33. Entire Agreement

These Seller Terms, together with the ArtQura Privacy Policy for Artists and Sellers, any separately executed Artist Agreement or fee schedule, and any other policies or agreements referenced herein, constitute the entire agreement between the Artist and ArtQura with respect to the Artist's use of the Platform and supersede all prior or contemporaneous communications, proposals and agreements, whether oral or written, relating to the same subject matter.

34. Privacy

The Artist's personal information will be handled in accordance with the ArtQura Privacy Policy for Artists and Sellers, available on the Platform. Please review the Privacy Policy carefully before registering or providing any personal information.

35. Contact and Grievances

For Artist support, please contact:

ArtQura – Artist Support

Operated by ARAHASOFT PRIVATE LIMITED

Email: info@artqura.com

Phone: +91 97623 88291

Grievance Officer:

Pradeep Kumar Singh

Email: pradeep@arahasoft.in

Phone: +91 98105 79334

Address: 1103, CAT-B, PLOT 15, SANCHAR VIHAR CGHS, SEC-4, N.S.I.T. Dwarka, New Delhi, South West Delhi- 110078, Delhi, India

All grievances will be acknowledged within twenty-four (24) hours of receipt. ArtQura will endeavour to resolve grievances within fifteen (15) days of receipt, in accordance with applicable law, including the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.