ArtQura – Terms and Conditions for Customers

Last Updated: 17 October 2026

1. Introduction

Welcome to ArtQura.

ArtQura is an online marketplace operated and managed by ARAHASOFT PRIVATE LIMITED ("ArahAsoft", "Company", "we", "us" or "our"), through the website www.artqura.com and any associated mobile applications, services, platforms or digital channels (collectively, the "Platform").

ArtQura enables independent artists, artisans, creators and other sellers ("Artists" or "Sellers") to display and offer their original paintings, artworks, handmade crafts and other permitted creative products ("Products") for sale to customers.

By accessing, browsing, registering on or purchasing Products through the Platform, you ("Customer", "you" or "your") agree to be bound by these Terms and Conditions ("Terms").

If you do not agree with these Terms, you should not use the Platform or place an order.

2. About ArtQura

The Platform is operated by:

ARAHASOFT PRIVATE LIMITED

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

CIN: U62013DL2026PTC465814

GSTIN: 07ABFCA7475E1ZK

Website: www.arahasoft.in

Platform: www.artqura.com

Customer Support Email: info@artqura.com

Grievance Officer: Pradeep K Singh, pradeep@arahasoft.in

ArtQura operates as an online marketplace and intermediary that facilitates the listing, discovery, purchase, payment processing, communication and fulfilment of Products offered by Artists. ArtQura does not itself manufacture, create or own the Products listed by Artists, unless specifically stated otherwise.

Unless specifically stated otherwise for a particular Product, the Artist identified on the Product page is the seller of that Product.

3. Eligibility

You may use the Platform if you are legally competent to enter into a binding contract under applicable law.

If you are under the age of 18 years, you may use the Platform only under the supervision and with the consent of your parent or legal guardian.

4. Customer Account

Certain features of the Platform may require you to create an account.

You agree to:

- provide accurate, complete and current information;
- maintain the confidentiality of your login credentials;
- notify ArtQura promptly of any unauthorized use of your account;
- ensure that the information associated with your account remains accurate and up to date; and
- accept responsibility for activities carried out through your account, subject to applicable law.

ArtQura may suspend or terminate an account where it reasonably believes that the account is being used fraudulently, unlawfully or in violation of these Terms.

5. Nature of Original Art and Handmade Products

ArtQura specializes in original artworks, paintings and creative crafts.

You acknowledge and understand that:

- handmade and original Products may contain natural variations;
- colour, texture, dimensions and appearance may vary slightly from photographs displayed on the Platform;
- computer monitors, mobile devices and screen settings may display colours differently;
- handmade Products may have minor irregularities that are characteristic of the artistic or handcrafted process;
- certain Products may be one-of-a-kind and may not be available again once sold;
- certain Products may be hand-painted copies or replicas of existing artworks, rather than one-of-a-kind original creations, and will be identified as such on the Product page;
- frames, display accessories or background objects shown in Product photographs may not be included unless specifically stated.

Such inherent artistic or handcrafted variations shall not, by themselves, constitute a defect or misrepresentation.

6. Product Listings and Information

Product information, photographs, descriptions, dimensions, prices, availability and other details may be provided by the relevant Artist and/or verified or supplemented by ArtQura.

We make reasonable efforts to present Product information accurately. However, we do not guarantee that all Product descriptions, photographs or other content will always be completely accurate or error-free.

If a Product materially differs from its listing or is damaged, defective or not as described, your rights will be governed by the applicable return, refund and consumer protection provisions.

7. Pricing

All prices displayed on the Platform are in Indian Rupees (INR).

Prices may include or exclude applicable taxes, shipping charges, packaging charges or other fees as clearly disclosed during the purchase process.

The final payable amount, including all applicable taxes and charges, will be displayed to you before you complete your order.

ArtQura reserves the right to correct genuine pricing, typographical or technical errors. If an incorrect price materially affects an order already placed, ArtQura or the relevant Artist may contact you before processing the order or cancel the affected order and refund the applicable amount.

8. Orders and Order Acceptance

Your placement of an order constitutes an offer to purchase the Product.

An order confirmation does not necessarily constitute final acceptance of the order.

Orders may be subject to:

- successful payment authorization;
- Product availability;
- verification of order and customer details;
- verification that the Product can legally and safely be shipped to the delivery location; and
- acceptance by ArtQura and/or the relevant Artist.

ArtQura may refuse or cancel an order for reasonable reasons, including Product unavailability, suspected fraud, incorrect pricing, legal restrictions or violation of these Terms.

Where payment has already been successfully received for a cancelled order, the applicable refund will be processed in accordance with the Platform's refund process and applicable law.

9. Payment

Payments may be processed through third-party payment gateways or payment service providers.

By making a payment, you agree to provide accurate and authorized payment information.

ArtQura does not ordinarily store complete card details unless expressly stated and handled through compliant payment systems.

Your payment may be subject to the terms and conditions of the relevant bank, card issuer, wallet, UPI provider or payment service provider.

10. Shipping and Delivery

Delivery timelines displayed on the Platform are estimates unless expressly stated otherwise.

Original artwork and handmade Products may require additional time for:

- final preparation;
- drying, finishing or curing;
- framing;
- packaging;
- authentication or certification; or

- safe and specialized transportation.

Delivery may also be affected by events outside reasonable control, including courier delays, weather conditions, strikes, regulatory restrictions or force majeure events.

The Customer must provide a complete and accurate delivery address and contact information.

Risk and responsibility for the Product may transfer in accordance with the applicable law and the delivery terms communicated for the order.

11. Inspection at Delivery

You are encouraged to inspect the external packaging of the Product at the time of delivery.

If the package appears visibly damaged or tampered with, where feasible, you should:

- record photographs or videos of the package;
- note the issue with the delivery personnel, where permitted;
- avoid accepting a severely damaged package where the courier process allows refusal; and
- promptly report the issue to ArtQura customer support.

Failure to do so does not automatically remove your statutory rights, but timely evidence may assist in investigating and resolving the claim.

12. Cancellations

You may cancel an order before it has been shipped or dispatched by the Artist, by contacting ArtQura customer support or using the cancellation option available on the Platform.

Once an order has been shipped or dispatched, cancellation may not be possible, and the return and refund provisions of these Terms shall apply.

For customized, commissioned or made-to-order Products, cancellation may be restricted or subject to partial charges if the Artist has already commenced work on the Product. Any such restrictions will be disclosed on the Product page or during the order process.

Where a cancellation is accepted and payment has already been received, the refund will be processed in accordance with Section 13 below.

ArtQura or the Artist may cancel an order for reasons set out in Section 8. In such cases, you will be notified and the applicable refund will be processed promptly.

13. Returns and Refunds

Because many Products available on ArtQura may be original, one-of-a-kind, handmade, customized or made specifically for a Customer, the return policy may vary depending on the nature of the Product.

The Product-specific return eligibility, where applicable, will be displayed on the Product page and/or during checkout.

Subject to applicable law, Products may generally be eligible for return or refund where:

- the wrong Product was delivered;
- the Product was materially different from the description;

- the Product was materially damaged before or during delivery;
- the Product was defective; or
- the applicable law otherwise requires a return, replacement or refund.

The following may be non-returnable, subject to applicable law:

- customized or personalized artworks;
- commissioned works;
- made-to-order Products;
- Products damaged after delivery due to misuse or improper handling;
- Products returned without original packaging where such packaging is reasonably necessary to protect the artwork; and
- Products specifically identified as non-returnable, provided such restriction does not override mandatory consumer rights.

Return requests should be submitted within the period stated on the relevant Product page or return policy.

Where a return is approved or a refund is otherwise due, the refund will be initiated within seven (7) business days of approval and credited to the original payment method. The actual credit may take additional time depending on the bank, payment gateway or financial institution involved.

14. Originality and Authenticity

Artists are required to represent the originality and authenticity of their Products accurately.

Where a Product is described as an "original", "one-of-a-kind", "handmade" or otherwise authentic, the description is based on information provided or represented by the Artist.

Where available, a Certificate of Authenticity may accompany the Product.

If you reasonably believe that a Product has been falsely represented regarding its authenticity, originality or authorship, please contact ArtQura promptly with supporting information.

Certain artworks may be hand-painted copies or replicas of existing artworks rather than one-of-a-kind original creations. Such Products will be clearly identified as copies or replicas on their respective Product pages.

15. Intellectual Property

Unless expressly stated otherwise, the copyright and other intellectual property rights in an artwork remain with the relevant Artist or other rights holder.

Purchasing an original painting or artwork generally transfers ownership of the physical Product only. It does not automatically transfer:

- copyright;
- reproduction rights;
- commercial exploitation rights;
- digital reproduction rights;
- adaptation rights; or

- the right to manufacture copies or merchandise based on the artwork.

You may photograph or share images of the purchased artwork for personal, non-commercial purposes, including on personal social media accounts, provided the Artist is appropriately credited where feasible.

You may not reproduce, scan, photograph for commercial reproduction, distribute or commercially exploit the artwork without the prior written permission of the applicable copyright owner.

16. Customer Conduct

You agree not to:

- use the Platform for any unlawful purpose;
- interfere with the security or operation of the Platform;
- submit false, fraudulent or misleading information;
- impersonate another person;
- post unlawful, defamatory, abusive or infringing content;
- attempt to circumvent payment, Artist or Platform processes;
- use automated systems to scrape or misuse Platform content without authorization; or
- violate the intellectual property rights of ArtQura, Artists or third parties.

17. Reviews and Feedback

If you submit reviews, ratings, comments or feedback, you agree that your content:

- is genuine and based on your actual experience;
- does not violate applicable law or third-party rights;
- is not abusive, defamatory, threatening or unlawful; and
- may be moderated or removed where reasonably necessary.

By submitting feedback, you grant ArtQura a non-exclusive, royalty-free right to use, reproduce and display the feedback for operating and promoting the Platform, subject to applicable law.

18. Third-Party Services

The Platform may use or link to third-party services, including payment gateways, logistics providers, communication services and analytics providers.

Your use of those services may also be governed by their respective terms and privacy policies.

ArtQura is not responsible for third-party services except to the extent required by applicable law.

19. Electronic Communications

By registering on the Platform or placing an order, you consent to receive electronic communications from ArtQura, including:

- order confirmations, shipping updates and delivery notifications;
- account-related alerts and security notices;
- promotional offers, newsletters and marketing communications; and

- service announcements and policy updates.

You may opt out of promotional and marketing communications at any time by using the unsubscribe option provided in such communications or by contacting ArtQura customer support. Transactional and service-related communications necessary for the operation of your account or orders may not be opted out of.

20. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless ArtQura, ARAHASOFT PRIVATE LIMITED, its directors, officers, employees and agents from and against any claims, liabilities, damages, losses, costs or expenses (including reasonable legal fees) arising out of or relating to:

- your breach of these Terms;
- your misuse of the Platform;
- your violation of any applicable law or the rights of any third party;
- any false, fraudulent or misleading information provided by you; or
- any dispute between you and an Artist, except to the extent caused by ArtQura's own negligence or wilful misconduct.

21. Limitation of Liability

To the maximum extent permitted by applicable law, ArtQura shall not be liable for indirect, incidental, consequential or special losses arising from the use of the Platform.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited, including mandatory rights available to consumers under applicable law.

The relevant Artist may remain responsible for obligations relating to Products sold by that Artist, subject to applicable law and the Platform's role in the transaction.

22. Force Majeure

ArtQura shall not be liable for any delay or failure in the performance of its obligations under these 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.

In the event of a force majeure event, ArtQura will make reasonable efforts to notify affected Customers and resume normal operations as soon as practicable.

23. Suspension or Termination

ArtQura may suspend, restrict or terminate access to the Platform or a Customer account where reasonably necessary for security, fraud prevention, legal compliance or enforcement of these Terms.

Where reasonably practicable, we will take appropriate steps to communicate material actions affecting an account.

24. Changes to These Terms

ArtQura may update these Terms from time to time.

The revised Terms will be published on the Platform with an updated "Last Updated" date.

Where required by applicable law, we may provide additional notice or obtain consent for material changes.

Continued use of the Platform after the effective date of revised Terms may constitute acceptance of the revised Terms, subject to applicable law.

25. Privacy

Your personal information will be handled in accordance with the ArtQura Privacy Policy for Customers, available on the Platform. Please review the Privacy Policy carefully before using the Platform or providing any personal information.

26. Grievance Redressal

For complaints, concerns or grievances, you may contact:

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.

27. Dispute Resolution

In the event of any dispute or disagreement arising out of or in connection with these Terms or your 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 26.

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, the dispute shall be subject to the exclusive jurisdiction of the courts specified in Section 28, subject to applicable consumer protection law.

Nothing in this section restricts or limits any rights available to you under the Consumer Protection Act, 2019 or any other applicable law.

28. Governing Law and Jurisdiction

These Terms shall be governed by the laws of India.

Subject to applicable consumer protection law, the courts having jurisdiction over New Delhi, Delhi shall have exclusive jurisdiction over disputes arising from or relating to these Terms.

29. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable by a court 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.

30. Waiver

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

31. Entire Agreement

These Terms, together with the ArtQura Privacy Policy for Customers and any other policies or agreements referenced herein, constitute the entire agreement between you and ArtQura with respect to your use of the Platform and supersede all prior or contemporaneous communications, proposals and agreements, whether oral or written.

32. Contact Us

For customer support, please contact:

ArtQura

Operated by ARAHASOFT PRIVATE LIMITED

Website: www.artqura.com

Email: info@artqura.com

Phone: +91 97623 88291