



Terms and Conditions

Jacob Corbet Art

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KEYWORDS.

Category.

Tabs within the *Website*, such as *Home*, *Jacob Corbet*, *Pictorial*, Etc., and which serve to organize and establish the content according to the *Artist's choice*.

Experimental.

Used by the *Artist* after the word *Photography* and *Video*, understood as: Creation carried out empirically, without prior studies, momentary, *In Situ*, fleeting and that assumes absolute freedom of creation, which includes *Photography* and *Videos* captured in exteriors.

PhotographArt.

It is the *Photograph* captured by the *Artist* of any of his *Works*, whether in whole or in part, *Static* or *Instatic*.

Imaginary.

The *Artist* with this word refers to the imaginative capacity of the viewer to create forms, figures, scenarios, feelings and stories in *Abstract Works* as well as in some *Figurative Works*. See examples of how to observe shapes in clouds. [Pareidolia](#).

Free Choice of the Artist.

Understood as the right that the *Artist has* to select the materials, tones, among other possible things that the creation of a *Work requires*.

Free Expression of the Artist.

Understood as the right of the *Artist* to freely experiment with movements, brushstrokes, composition, style, among others, which will be reflected in the *Works*.

Removable Memory.

External Disk that has between 1 and 2 TB of storage, used to save the digital content of the content with *Experimental Video* and/or *Video Photographic Work*.

Metadata

It is the information automatically established by the camera at the time of capturing the *Photograph* and that allows us to know the file extension, size, date, ISO, Exposure Time, among other information.

Base Economic Amount.

The *Artist* refers to the economic amount selected by himself for the Direct Sale of a *Work* with the objective of receiving economic offers from the *Buyers*.



Work.

Used by the *Artist* in this document with the purpose of mentioning with a single word the multiple creations in their different modalities and techniques. Ex: *Work Pictorial*, *Photographic Work*, *Sculptural Work*, *Work Graphic video*, etc. That is why in some writings stated in this document the following phrase can be found: "The *Work* agreed upon between the *Parties*." It refers to the *Work* acquired by the *Buyer* in any of the modalities, formats and techniques exposed by the *Artist* on the *Website*, among other possibilities.

Written Offer via Web.

Understand the offers made by *Buyers* through a written and signed contract-type document, as well as emails sent to the *Artist* containing a proposal for the acquisition of a *Work*.

Oil Pastel.

The *Artist* refers with this to *Soft Waxes* that contain colored pigments and oils for their manufacture. Also known as fat cake bars.

OpenSea.

It is an online marketplace dedicated to the trading of NFTs that offers a marketplace that allows the direct sale of non-fungible tokens at a fixed price or through an auction, based on the *Ethereum ERC-721 standard* and scaling solution. layer 2 for *Ethereum Polygon*.

Passepartout or Passepartout.

Understood as the cardboard frame that surrounds the image and is located between the *Photograph* and the frame, and serves to protect and highlight its content.

Plugins.

Application or complement that allows adding extra functionalities to a code and that improves the functioning of the *Website*. They are supplied and endorsed by the WordPress platform.

Third parties.

The *Artist* refers with this word to the *Users*, *Subscribers* and *Buyers* external to the first interested parties.

Video Photographic Work.

The *Work* created by the *Artist* is made up of *Videos* and *Photographs captured from its beginning and during the daily creation process until each Work is successfully completed*.

Volume.

Employee in the Oil and Sculpture: The mass achieved with oil, wrought iron, among other materials used on the canvas/frame or any surface that allows the *work to Pictorial* or *Sculptural* three-dimensional visual characteristics. This is why the *Artist* refers to the *Works* in the *Magical Realism Series* as *Sculpture* in *Painting*. See *Sculpture*.



SOCIAL NETWORKS AND EMAILS OF THE ARTIST

The *Artist* recommends that *Users* enter social networks from the links located on the *Website*. This, based on the assumption of impersonation with similar and/or identical names by unscrupulous people who wish to take advantage of the good name, writings, information, *Work* and others of the *Artist* and his *Website*.

Artist is exempt from any existing liability for misinformation of what is stated in this document, whether due to theft of money, extortion, false promotions and other possible actions, regardless of their nature. Likewise, it emphasizes respect for possible comments made on different social networks towards other *Users*, the *Artist* and/or their *Works*.

1. Mail for Users and Others.

jacobcorbet@gmail.com

Created to receive comments, suggestions, doubts, questions, concerns, complaints and/or claims, related to aspects legal, among others.

2. Mail for Buyers and Exhibitions.

jacobcorbetart@gmail.com

Created to receive financial proposals for the acquisition of the *Artist* 's *Work creation*. Likewise, receive proposals to exhibit your " *Private Collection*."

3. OpenSea.io

<https://opensea.io/jacobcorbetart>

Created to acquire NFTs of any of the *Artist* 's *works* through a digital wallet.

4. Instagram

<https://www.instagram.com/jacobcorbetart/>

Created to publish information contained on the *Website*, publications made for the creation of new *Works*, inform about updates, exhibitions, among others.

5. YouTube Experimental Video and Video Photographic Work.

<https://www.youtube.com/@jacobcorbetart>

Created to publish the *Videos* created by the *Artist*.

6. Twitter

<https://twitter.com/JacobCorbetArt>

Created to receive messages, comments, opinions, suggestions, among other possibilities.

7. Facebook

<https://www.facebook.com/JacobCorbetArt>

Created to generate content about the life of the *Artist*, exhibitions, events, among others.



TERMS AND CONDITIONS

Version 2.0 - Purchase Direct and NFT's -

The *Terms and Conditions* described below delimit and clarify the conditions that regulate the relationship between Jacob Corbet Art (hereinafter, "the *Artist* "), the clients {hereinafter, "the *Buyer(s)* "}, relationship between the *Artist* and the *Buyer* (hereinafter, "the *Parties* "), relationship between the *Artist* and the *Curator, or the Entity that Represents him her, or Museums, or Galleries, Artistic Spaces or others*, who wish to hold an *Exhibition of the " Private Collection" »* (hereinafter, «the *Curator* », relationship between the Registered *Users* {hereinafter, «the *Subscriber (s)*»} and the *Visitors in general* {hereinafter « *User (s)*»}, and any person who Enter the *Artist 's Website : <https://www.jacobcorbetart.com>*, to interact with the different contents displayed therein and the different possibilities of access to the information provided. These apply to all movements, publications, sales and others. made on the *Website* and outside it.

The *User*, by entering the *Website*, accepts the *Cookies* and *Privacy Policies* that may exist on the *Website*, and others created through the WordPress Platform.

Any comments, suggestions, doubts, questions, concerns, complaints and/or claims should be directed to the *Artist* by email: jacobcorbet@gmail.com.

The *Artist* authorizes the dissemination of the content of the *Website* with Third Parties, for informational purposes only.

1 MODIFICATION AND UPDATE.

The *Artist* reserves the right to modify or update these *Terms and Conditions* without prior notice. However, if any modification is made, it will be notified by means of a statement on the *Website*, on the *Page « Home »*. *If Users* do not agree with the modification, they must send an email to jacobcorbet@gmail.com, faithfully describing their disagreement and making their suggestion known to the *Artist* according to the modification.

2 KNOWLEDGE AND ACCEPTANCE.

The *Terms and Conditions* are presumed to be known and accepted by the people who wish to interact with the content existing in the "*Entries*" and "*Pages*" displayed throughout the *Website*, as well as any so-called *User* who wishes to register and any potential *Buyer* who wishes to *Purchase* a *Work of the Artist*. In case of disagreement, total or partial, the *User* must not register or use the *Website*, as a visitor and/or *Buyer*. Unauthorized use of the content or total and partial reproduction of any *Work*, image and/or information whether or not for profit is prohibited without the prior written and signed authorization of the *Artist*. In this sense, the *Artist* and/or the *Website* will be exempt from any liability for damages that may be caused to Third Parties, due to misinformation and other possible causes that may arise during the existence of the *Website*.



3 REGISTRATION SERVICE.

Users can access the email sending service through the *WordPress platform* and the "Notification" Plugin or through the email provided by the *Artist* to announce the creation, update or modification of any "*Entry*" and/or "*Page*" on the *Website*, as well as notifications of the opening of new calls for the creation of any *Work* offered on the *Website*.

The *Artist* reserves the right to suspend or delete a *User 's registration* if they make offensive comments, also use the content of this *Website* inappropriately, as well as for improper use of it at the *Artist's discretion*.

Additionally, it will be taken into account that the data entered must be current, valid and true; and may be verified by the *Artist* and/or the "*WordPress*" *platform* through the endorsed *Plugins* at any time. In the event that the *User* has provided false or erroneous information, the *Artist* may deny access and use of the subscription.

Any action carried out through the account of a *User*, whether this is a *Subscriber* and/or *Buyer*, is presumed to have been carried out by the latter. The *Subscriber*, by registering, accepts the *Cookies* that the *Website* may use through *WordPress* and the "Notification" *plugin* indexed therein.

3.1 ***Creation of a Subscription Record.***

The *User* must send an email to: jacobcorbet@gmail.com, where they express their desire to subscribe and describe their *First* and *Last Name*. Then, the *Artist* will create an account in the aforementioned plugin with this and the email.

Registration is free and has an indefinite duration, however, it is not mandatory to create a Free Subscription Registration to browse the *Website*, nor is it required when making an offer for the creation of a *Work*, or to finalize a *Direct Purchase*. Registration allows the *Subscriber* to be informed about updates, scoops, exhibitions and general information that are presented by the *Artist* on the *Website*.

3.2 ***About the Relationship between the Artist and/or the Website and the Subscriber.***

The *Subscriber* acknowledges that the *Registration* made on the *Website* does not imply the existence of an employment, corporate, association or associative or other relationship between the *Subscriber*, the *Artist* and/or the *Website* <https://www.jacobcorbetart.com>, excluding any presumption of joint and several liability between them in the fulfillment of their obligations as *Users*.



The comments made by Subscribers or *Users* in general are their exclusive responsibility, so from now on the *Artist* and/or the *Website* will be exempted and held harmless from any controversy or claim that may arise in relation to the comments. mentioned. The link that is generated by virtue of the acceptance of these *Terms and Conditions* is for an indefinite period, concluding only with the deletion and/or cancellation of the account by the *Subscriber* or the *Artist*.

4 INTERRUPTION OF SERVICE – EXCLUSION OF LIABILITY.

The *Artist* reserves the right to interrupt, suspend or modify the contents and offers published on the *Website*, whether permanently or temporarily. No prior communication or approval of the *Subscribers* and/or *Users* will be necessary.

The *Artist* does not guarantee that the *Website* is permanently secure. It is the responsibility of the *Subscriber* to take appropriate protection measures, and thus avoid possible threats and/or damage to the operating system caused by viruses or other elements typical of Internet use that can be foreseen and avoided.

The *Artist* does not control the use of the *Website* by *Subscribers* and *Users*. It does not guarantee that they use the *Website* in accordance with these *Terms and Conditions*, nor that they make diligent and/or prudent use of it. Likewise, the *Artist* does not control nor is responsible for the content of the comments published in any of the " *Entry*" and " *Page*" of the *Website*. Opinions in shared media do not reflect the opinions of the *Artist*. Due to the aforementioned, the right is reserved to delete any comment.

5 ALL RIGHTS RESERVED. INTELLECTUAL PROPERTY.

The *Artist* is protected under the protection of *LAW No. 23 of 1982 (January 28)*, copyright, established by the *Congress of Colombia*.

The design, name and/or content appearing on the *Website* are the exclusive property of the *Artist*, so they cannot be used by *Users*, *Subscribers* and/or *Buyers* for Profit purposes without written authorization. and signed by the *Artist*. All dissemination and use of the content of the *Website* that has been created by the *Artist* is done legitimately and in accordance with copyright and intellectual property legislation. In this sense, the *Artist* and/or the *Website* will be exempt from any liability for damages that may be caused to Third Parties, due to misinformation and other possible causes that may arise during the existence of the *Website*.



5.1 About Copyright, the History of the Artist, Drawings, Pictorial Works, Sculptures, Photography, Videos and Writings.

By creating content in the "Entries" and "Pages" of the Website in favor of Jacob Corbet Art, called the Artist, the User accepts the Terms and Conditions as well as the Privacy Policies that are presented by him, and with This implies that it knows and respects the Copyright established there, without any territorial limit and protected under the aforementioned Law.

5.2 Important. Collected Visual Material.

The Artist informs the Buyer that the material collected through Photographs and Videos (Audiovisual Media in general), which captures the process of creation of any Work agreed upon between the Parties, from its inception to the successful signature, are exclusive property of the Artist and may be used by him for different purposes, such as the creation of Pictorial Works, Sculptures, Experimental Video and/or Video Photographic Work, as well as the sale of FotografiArte, among other possible, for purposes of profit and/or advertising. The Artist is exempt from paying any type of royalties and/or profits derived from the sale and exhibition of this collected material and in the multiple media that may be used. The Buyer accepts the statement at the time he signs the Purchase and Sale Contract or establishes a Verbal Contract, or by means of an email sent to the Artist for the acquisition of a Work.

The Artist guarantees to the Buyer the creation of 1 (one) Photographic Video Work in which Photography and/or Videos captured of the Work in its creation process are included. Experimental Photography and Videos are exempt. Likewise, the right is reserved to include all content obtained in said Video. This Video is included in the agreed value of the Work.

* The Artist clarifies to the Buyer that he will not send the Photographs and/or Videos individually.

To make any claim about the content of this section, you can contact the email jacobcorbet@gmail.com. The Artist undertakes to respond to the claim according to the information requested in a pertinent manner and informs that he will make the changes that are appropriate for the well-being of the Parties. The Artist likewise reserves the right to accept said claim in accordance with its Intellectual Property rights and others established by Law as set forth in these Terms and Conditions.

6 CURRICULUM VITAE AND SERIES PORTFOLIOS.

The Artist informs that the Curriculum Vitae (CV) and the Portfolios that contain the Photographs with the series of Pictorial Works, Sculptures, Photographs and Videos that are found on the "Home" Page on the Website, are free to print and diffusion.



The *Artist* does not allow the sale of these *Portfolios* under any circumstances. Likewise, it does not allow the dissemination of the content of the *Website* for advertising purposes for any business brand. To the above, The *Artist* reserves the right to accept any economic offer from the *Users*, *Subscribers* and/or *Buyers* to publish the *Curriculum Vitae*, the *Portfolios* and the content of the *Website in general*, based on the creation of content for advertising and/or profit purposes. This, after consultation between the *Parties*. If there is content created by the *Artist* for business brands, the *Artist is exempt* from liability for damages caused to the general public that has access to the content exposed by the advertising made, as well as the message to be transmitted and other possible existing ones according to whatever its nature and that may affect integrity, among others.

7 INFORMATION THAT THE ARTIST DISCLOSES ABOUT HIS WORKS.

7.1 **Techniques Pictorial s.**

The *Artist informs the techniques he uses for Pictorial* creations.

- Oil.
- Oil Pastel / Soft Waxes.

* Expresses the desire to experiment with multiple possible techniques.

7.2 **Movements Pictorial.**

The *Artist informs the movements used for Pictorial* creations.

- Figurative.
- Abstract.

* Expresses the desire to experience multiple possible pictorial movements.

7.3 **Genders Pictorial.**

The *Artist informs the pictorial genres in his Works*.

- Landscape.
- Flowers.
- Animals.
- Objects.
- Still life.
- Free Imagination and Expression.
- Others suggested by the *Buyer*.

* Prior acceptance by the *Artist*.



7.4 *Techniques of Sculpture.*

The *Artist* informs that he makes *Sculptures* based on the following technique:

- Acrylic.
- Wrought Iron.
- Molten.
- Carving.
- Molded.

In the same way, it informs that, based on the assumption that the *Buyer* wishes to *Acquire* a *Sculpture* with one or more of the aforementioned materials, and with the knowledge that the *Artist* does not have previous studies to handle them, he agrees to wait for the time it takes the *Artist* to create 1 *Sculpture* no larger than the dimensions 50 x 50 x 50 cm., which will become part of the *Artist's* « *Private Collection* ». Clarifies that this is not the structural form to create the *Work*. Thus, the *Buyer can demonstrate the Artist's* ability to handle said materials and will be able to determine the purchase with the dimensions stated in agreement.

Also, accept the *Sculpture* agreed upon between the *Parties* along with the decision made about the image, the shape, the colors and tones used, the volume and other physical and visual aspects that are part of the successful composition of the *Work*. This, at the time of signing the *Purchase and Sale Contract*. It should be noted that it is not necessary to acquire a *Sculpture* through a *Purchase and Sale Contract*, it can be done through a *Verbal Contract* between the *Buyer and the Artist*, or *through an email sent to the Artist for the acquisition of a Work*. The *Artist* is exempt from the partial or total return of the economic amount agreed between the *Parties*, and/or from making an exchange for another *Work* among the different options published on the *Website*.

The *Artist* reserves the right to accept materials proposed by the *Buyer*. This, based on the time allowed to learn about the handling of the materials and according to the time it takes to successfully celebrate the contracts previously established with the Third Party.

7.5 *Visual arts.*

The *Artist* informs the audiovisual media he creates.

- Experimental *Photography and FotografiArte*.
- *Video* and *Video Photographic Work*.



7.6 *Writings.*

The *Artist* makes it known that he has been dabbling with different writings since 2005, based on meditative thoughts in fleeting moments of reality on the perceptual analysis of life, feelings and sensations, among other topics that his environment allows him to assimilate.

8 OIL PAINTING

The *Artist* informs the *Users*, *Subscribers* and *Buyers* that he does not have Scientific and/or University studies carried out that guarantee the durability of the materials listed below.

The *Artist* reserves the right to inform the *Users*, *Subscribers* and *Buyers* who browse the *Website*, the names of the business brands of the materials used for the creation of the *Works*.

Also, he explains that at the moment he is experimenting with the creation of Oil *Works*, as a *Sculpture*, to be exhibited on flat surfaces, frames in which he has supplied a high content of Oil as a volume to reach the necessary dimensions. *Sculpture*, refers to it as: "*Sculpture in Painting*". Also, this refers to the Pictorial *Works* created in Oil and that stand out from the canvas significantly. See the *Work*: *Landscape with Butterfly*, in the *Category* « *Pictorial* », *Subcategory* « *Magical Realism* » on the *Website*.

Next, the *Artist* describes the *Buyer* and the materials used for the creation of the *Work* and as stated in *section 7 – Information that the Artist discloses about his Works* –. Likewise, it expresses that it reserves the right to select the brands of the materials subject to its Free Choice.

8.1 *Materials.*

- Oil.
- Canvas/frame with Imprimatur on both sides.
- Canvas/frame without Imprimatur. It is subject to *Warranty*.
- Smooth, Corrugated or Curved Galvanized Sheet.
- * See series: *Order of the Chaos – Divisible* on the *Website*.
- Cold Foil Rolled Carbon Steel, Smooth or Curved.

See series: *Order of the Chaos – Divisible*. on the *Website*

* *There are different types of Cold sheets Rolled you can select.*



- Brushes.
- Art spatula.
- *Sculpture* Tools.
- Other possible ones required by the *Work*.

The *Artist* informs that he does not use the following materials for the creation of the Oil Painting Works, and clarifies to the Buyer *that, if strictly necessary, he may use them according to the manifest need of the Work:*

- Linseed oil.
- Turpentine / Turpentine.

8.2 ***Dimensions.***

The *Artist* informs the dimensions, in Centimeters, used in the Pictorial Works based on this technique, according to the materials used by himself and based on the trajectory he has with his creations.

Likewise, the *Artist* expresses the right, on the part of the *Buyer*, to select the Dimensions established by himself among the different possible options stated here, without exceeding the dimensions established in smaller and larger amplitude as previously established. In the event that the *Buyer* wishes to create a *Work* outside the established dimensions, they must indicate this at the time they enter the data required for the creation of the *Work* and sent to the email: jacobcorbetart@gmail.com. Subject to prior economic agreement between the *Parties*. The *Artist* reserves the right to accept the dimensions proposed by the *Buyer*.

High – Broad

- * 15 x 20 cm. – 15 x 30 cm. – 15 x 40 cm. – 15 x 50 cm.
 - * 20 x 20 cm. – 20 x 25 cm. – 20 x 30 cm. – 20 x 40 cm. – 20 x 50 cm.
 - * 25 x 25 cm. – 25 x 30 cm. – 25 x 40 cm. – 25 x 50 cm.
 - * 30 x 30 cm. – 30 x 40 cm. – 30 x 50 cm.
- * *The Buyer can select the dimensions between the smallest and largest range.*



The *Artist* informs that the *Abstract Oil Works of the series: Order of Chaos*, can be observed on their 4 sides, each side allows the imaginary creation of various forms, situations and emotions.

8.3 ***Oil Volume.***

For a better understanding, the *Artist* recommends Users, Subscribers and Buyers see the *Work* titled: *Landscape with Butterfly*, Category « *Pictorial* », Subcategory « *Magical Realism*» on the *Website*.

The *Artist* reserves the right to establish, to a lesser or greater extent, the volume required for the creation of any *Work Pictorial* regardless of established dimensions. The *Buyer* accepts what is stated at the time he signs the *Purchase and Sale Contract* or establishes a *Verbal Contract* agreed between the *Parties*. Upon request of the *Buyer*.

The *Buyer* must keep in mind that the volume achieved by the *Artist* for the creation of a *Work Pictorial* in Oil, it is based on the *Work Landscape with Butterfly*, created between March 6, 2021 and December 8, 2022. The frame measures 20 x 30 cm.; The *Work* has in the foreground a *Tree – Pine* – that protrudes 19.5 cm. From the left branch to the right branch, it protrudes 25 cm. from the trunk of the pine to the crown, and from the canvas to the tip of the pine furthest from it, 7 cm. of volume; becoming the *Work* with the highest volume achieved by the *Artist* . Based on the above, the *Artist* guarantees the future stability of the *Work* agreed between the *Parties* . The latter reserves the precise information on the durability of the *Work* over time, due to the lack of University and/or Scientific studies to support it. This is why it is based on mentioning what is described in the *Works* created so far in these techniques.

The *Buyer* accepts what is stated at the time he signs the *Purchase and Sale Contract* or a *Verbal Contract* agreed between the *Parties is established* . Subject to the provisions of the *Guarantee – and section 24 – Returns –* .

8.4 ***Price per Work .***

The price is established by the *Artist* on the " *Purchase* " page of the *Website* , expressed in American Dollars (USD).

8.4.1 ***Includes:***

1. 1 (one) tool used by the *Artist* for the creation of the *Work* .



2. 1 (one) Exclusive *Photographic Video Work that contains Photography and/or Videos* captured during the creation process. See section 5.2 – *Important. Collected Visual Material* –.
3. 7 (Seven) *Photographed Art* printed and signed by the *Artist* among those captured during the process of creating the *Work*. Selected by the *Buyer* and/or the *Artist*.
4. Certificate of authenticity.
5. Another document suggested by the *Buyer*.
 - * *The Artist reserves the right to accept the document proposed by the Buyer.*
6. No includes Frame.

The *Buyer* agrees to pay the shipping costs by certified mail, as well as the cost of Risk Insurance, due to possible damage to the *Work* during transportation to its destination and other possible damages that may be required for the physical insurance of the *Work*. until the *Buyer* receives it in his hands.

He *Artist* inform that he Sure of Risks is Mandatory for the *Works: Pictorial s, Sculptures _ and Videos. _* This, based on what is stated by the *Artist* in *section 24 – Returns –* and for due compliance with the *Guarantees*. He *Buyer* can request expressly his desire of No pay he Sure of Risks.

8.5 Delivery time.

The *Artist* informs that the delivery time of the *Work* agreed upon between the *Parties* may vary between 1 day, this being possible thanks to the *Parties* being On Site and the composition of the *Work* being accepted, and 365 days or more. This, subject to the volume required by the *Work* and the drying time between each layer of the selected material.

8.6 Warranty.

The *Artist* guarantees the stability of the *Works* for 12 (twelve) years, extendable up to 30 years, from the moment the *Work* is successfully completed, including optimal drying. This



guarantee will be determined according to the studies carried out on the *Works* in his "*Private Collection*" on the durability and stability of the components and materials used by the *Artist* and that have been safeguarded under optimal quality standards for their conservation since their creation. The guarantee will be extended an additional 365 days for each year completed depending on the behavior over time of the aforementioned *Works*. See *section 17 – Modification to the Guarantee Times Stipulated for each Work –*.

* *In the case of Works with a high degree of Oil Volume, it informs that the Pictorial Work must be transported horizontally, to avoid vibrations that could alter the posture of each part that composes it or that could generate detachment.*

The *Artist* guarantees that he uses 100% of the material selected for the *Work* in its composition and does not use other filler materials to achieve the required volume in the spaces between each layer of Oil.

In the event that the *Buyer* requests the *Work Pictorial* based on the material "Canvas/Frame without Imprimatur" stated in the *Materials*, does not guarantee durability in accordance with the regulations established in the artistic field for this purpose. There is a high probability of generating the proliferation of fungi, molds, bacteria, microorganisms, among other possible ones that fulfill the function of disintegrating this material upon contact with the Oil. See *section 16.1 – Informative. Natural Deterioration due to the Passage of Time –*.

He also informs that he has carried out personal studies, outdoors, in order to know the behavior and durability of the components over time of the Oil on the Galvanized Sheet and the Cold Sheet. Rolled Smooth.

1. *Sheets Cold Rolled Lisa of Steel to the Coal.*

This sheet cannot come into contact with water due to the resulting oxidation process between this liquid and the sheet, causing brown and other dark stains in the places where they come into contact; The Oil does not show major signs of deterioration in its tone and shape.

2. *Leaf Smooth galvanized.*

The *Artist* has permanently exhibited outdoors, from July 21, 2022 to date, a *Work* from the series: *Order of Chaos – Divisibles*, which shows no signs of rust, nor any further deterioration in its tones and shapes; Oil paint has a strong fixation on this surface, which allows for greater durability of the *Work* indoors.



8.7 Recommendations. Care of the Works.

The Artist recommends reading the following *Article* with the necessary information for the correct conservation of the *Works*, and invites you to investigate more about each of them for a better understanding of their behavior and care over time:

Davinci Restauero. (Jan 19, 2021). Preventive conservation of oil paintings,

- <https://davincirestauro.es/mantenimiento-cuadros-oleo/>

9 PICTORIAL IN OIL CAKE.

9.1 **Materials.**

- Oil Pastel / Soft Waxes.
- Durex Cardboard Sheet or another recommended by the *Buyer*.
- Canvas/Frame with Imprimatur on both sides.
- Canvas/Frame without Imprimatur.
- Eraser in pencil.
- *Sculpture* Tools.
- Other possible ones required by the *Work*.

9.2 **Dimensions.**

The *Artist informs* the *Buyer* of the dimensions in Centimeters used for the creation of Pictorial *Works* under this technique.

High and Broad

- * 20 x 20 cm. – 20 x 30 cm. – 20 x 40 cm. – 20 x 50 cm. – 20 x 100 cm.
- * 30 x 30 cm. – 30 x 40 cm. – 30 x 50 cm. – 50 x 100 cm.
- * 40 x 40 cm. – 40 x 50 cm. – 40 x 100 cm.
- * 50x50cm. – 50 x 100 cm.
- * 70 x 100 cm.



Likewise, the *Artist* expresses the right, on the part of the *Buyer*, to select the Dimensions established by himself among the different possible options stated here, without exceeding the dimensions established in greater or lesser extent as previously established. In the event that the *Buyer* wishes to create a *Work* outside the established dimensions, they must indicate this at the time they enter the data required for the creation of the *Work* and sent to the email: jacobcorbetart@gmail.com. Subject to prior economic agreement between the *Parties*. The *Artist* reserves the right to accept the dimensions proposed by the *Buyer*.

9.3 ***Volume in Oil Pastel.***

The *Artist* informs that he has not made *Works* under this technique with a pronounced volume in the forms created. Likewise, he informs that he wants to venture with volume in this technique, this being relative since a high-volume content does not have the same friction to hold the Oil Pastel in place, depending on the amount of materials used. It has not yet been experienced by the *Artist*.

The *Artist* reserves the right to establish, to a lesser or greater extent, the volume required for the creation of any *Work. Pictorial* regardless of established dimensions. The *Buyer* accepts what is stated at the time he signs the *Purchase and Sale Contract* or a *Verbal Contract* agreed between the *Parties is established*. Subject to the provisions of the *Guarantee – and section 24 – Returns –*.

9.4 ***Price per Work.***

The price is established by the *Artist* on the "*Purchase*" page of the *Website*, expressed in American Dollars (USD).

9.4.1 **Includes:**

1. 1 (A) tool used by the *Artist* for the creation of the *Work*.
2. 1 (one) Exclusive *Photographic Video Work that contains Photography and/or Videos* captured during the creation process. See section 5.2 – *Important. Collected Visual Material –*.
3. 7 (Seven) *Art Photography, printed and signed by the Artist*, among those captured during the creation process. Selected by the *Buyer* and/or the *Artist*.
4. Certificate of authenticity.



5. Another document suggested by the *Buyer*.

* *The Artist reserves the right to accept the document proposed by the Buyer.*

6. No includes frame.

The *Artist* informs that the *Abstract Works* of the Series: *Remains: Lines of Time and Space* and the series: *Lines in Spaces of Time*, can be observed on their 4 sides, each side allows the imaginary creation of various forms, situations and emotions.

9.5 **Delivery time.**

The *Artist* informs that the delivery time of the *Work* agreed upon between the *Parties* may vary between 1 day, this being possible thanks to the *Parties* being On Site and the composition of the *Work* being accepted, and 365 days or more. This, subject to the volume required by the *Work* and the drying time between each layer of the selected material.

9.6 **Warranty.**

The *Artist* guarantees the stability of the *Works* for 12 (twelve) years, extendable up to 30 years, from the moment the *Work* is successfully completed, including optimal drying. This guarantee will be determined according to the studies carried out on the *Works* in his " *Private Collection* " on the durability and stability of the components and materials used by the *Artist* and that have been safeguarded under optimal quality standards for their conservation since their creation. The guarantee will be extended an additional 365 days for each year completed depending on the behavior over time of the aforementioned *Works*. See section 172 – *Modification to the Guarantee Times Stipulated for each Work* –.

* *In the case of Works with a high degree of volume, it informs that the Pictorial Work must be transported horizontally, to avoid vibrations that could alter the posture of each of its parts or that could generate detachment.*

The *Artist* guarantees that he uses 100% of the material selected for the *Work* in its composition and does not use other filling materials to achieve the required volume in the spaces between each layer of Oil Pastel.

In the event that the *Buyer* requests the *Work Pictorial* based on the material "Canvas/Frame without Imprimatur" stated in *Materials*, does not guarantee durability in accordance with the regulations established in the artistic field for this purpose. There is a high probability of generating the proliferation of fungi, molds, bacteria, microorganisms, among other possible ones that fulfill the function of disintegrating this material upon contact with the Oil. See section 16.1 – *Informative. Natural Deterioration due to the Passage of Time* –.



9.7 Recommendations. Care of the Works.

The *Artist* recommends watching the following *Video* with the necessary information for the correct conservation of the *Works*, and invites you to investigate more about each of them for a better understanding of their behavior and care over time:

Lud's Pastel. (Dec 18, 2022). How to store your pastel paintings dry / How to protect your drawings with pastel chalks.

- <https://www.YouTube.com/watch?v=Uu4Y4XkDsow>

10 SCULPTURE.

The *Artist* informs that, initially, the *Sculptures* will be based on the Series: *Lines in Spaces of Time*. - See *Category « Pictorial »*, *Subcategory « Oil Pastel»* on the *Website* -. Then, it will present the option to *Acquire Figurative Sculptures and Abstraction in Oil and Oil Pastel*.

10.1 *Materials.*

- Oil.
- Acrylic.
- Iron
- Forging.
- Molten.
- Carving.
- Molded.

** It is clarified that the Artist offers the creation of Sculptures made in Oil, Iron and Acrylic, but states that he receives proposals to make the Sculptures with the materials described. Subject to the series selected.*

Under the assumption that the *Buyer* wishes to *Purchase* a *Sculpture* made with heavy materials, or that the shipping costs are excessive, or that these materials are not available in the *Artist 's place of residence*, the *Artist* offers the possibility of traveling to the place indicated. the *Buyer* and make the *Sculpture In Situ*.



The *Buyer*, after making the transfer of the economic amount agreed between the *Parties*, undertakes to cover the total expenses, not partial, for the transportation of the *Artist* by Air and/or Land, and the stay, as well as daily food during the time it takes to compose the *Sculpture*. This, due to possible excessive shipping costs and maneuverability for transporting the *Sculpture*. Subject to prior consultation between the *Parties* and security being understood as the physical and mental integration of the *Artist*. The latter reserves the right to accept the invitation to make the agreed *Sculpture In Situ*, if its integrity is compromised and/or the necessary guarantees are not offered for the successful creation of the *Work*.

10.2 *Dimensions.*

The *Artist* informs what is established to create a *Sculpture* using this technique.

- *Sculpture:*

High, Broad and Long

1. Minimum Dimensions: *10 x 10 x 10 cm.*
2. Maximum Dimensions: *100 x 100 x 100 cm.*

- *Base of the Sculpture:*

1. Minimum Dimensions: *1 x 10 x 10 cm.*
2. Maximum Dimensions: *3 x 70 x 70 cm.*

The *Buyer* has the right to request from the *Artist* that the *Sculpture* be made using variables in the dimensions stated above. Also, you can request that the dimensions exceed those established in greater or lesser extent as previously established. Subject to a variation in the agreed price depending on the dimensions that exceed those established and the materials desired by the *Buyer* to make the *Sculpture*. The *Artist* reserves the right to accept the financial amount offered by the *Buyer* if it does not meet their expectations.

In the event that the *Buyer* wishes to create a *Work* outside the established dimensions, they must indicate this at the time they enter the data required for the creation of the *Work* and sent to the email: jacobcorbetart@gmail.com. Subject to prior economic agreement between the *Parties*. The *Artist* reserves the right to accept the dimensions proposed by the *Buyer*.

The *Buyer* accepts the decision made by the *Artist* at the time of sending an email with the request to create a *Sculpture*. Subject to the provisions of the *Guarantee – and section 24 – Returns –*.



10.3 *Volume.*

The *Artist* reserves the right to establish, to a lesser or greater degree, the volume required for the creation of any *Sculpture* regardless of the established dimensions. The *Buyer* accepts what is stated at the time he signs the *Purchase and Sale Contract* or a *Verbal Contract* agreed between the *Parties is established*. Subject to the provisions of the *Guarantee – and section 24 – Returns –*.

10.4 *Price per Work*

The price is established by the *Artist* on the " *Purchase* " page of the *Website*, expressed in American Dollars (USD).

10.4.1 *Includes:*

1. 1 (A) tool used by the *Artist* for the creation of the *Work*.
2. 1 (one) Exclusive *Photographic Video Work that contains Photography and/or Videos* captured during the creation process. See section 5.2 – *Important. Collected Visual Material –*.
3. 7 (Seven) *Photographed Art* printed and signed by the *Artist* among those captured during the process of creating the *Work*. Selected by the *Buyer* and/or the *Artist*.
4. Certificate of authenticity.
5. Another document suggested by the *Buyer*.

* *The Artist reserves the right to accept the document proposed by the Buyer.*

The *Artist* informs the *Buyer* that, at the time of publication of these *Terms and Conditions*, he has only made 1 *Sculpture* with the material Acrylic based on the *Pictorial series* in Oil Pastel: *Lines in Spaces of Time*. This *Sculpture* is displayed in the "Sculpture" *Category* on the *Website*.

10.5 *Delivery time.*

The *Artist* informs that the *Sculpture* agreed upon between the *Parties* may vary between 1 day, this being possible thanks to both *Parties* being On Site and the composition of the *Work* being accepted, and 365 days or more. This, subject to the materials selected by the *Buyer*, according to the established dimensions, the required volume of the *Work*, as well



as whether the *Sculpture* requires other materials, or prolonged drying over time, which would allow optimal development in its composition, among other possible ones that arise during the creation process. Likewise, in the event that the *Artist* must learn a new technique that allows for better composition.

10.6 **Warranty.**

The *Artist* guarantees the stability of the *Works* for 12 (twelve) years, extendable up to 30 years, from the moment the *Work* is successfully completed, including optimal drying. This guarantee will be determined according to the studies carried out on the *Works* in his "*Private Collection*" on the durability and stability of the components and materials used by the *Artist* and that have been safeguarded under optimal quality standards for their conservation since their creation. The guarantee will be extended an additional 365 days for each year completed depending on the behavior over time of the aforementioned *Works*. See section 17 – *Modification to the Guarantee Times Stipulated for each Work* –.

The *Artist* guarantees that, in the creation of the *Sculptures*, he uses 100% of the material selected by the *Buyer* in his composition and will not use fillers with other materials in the existing spaces at the time of creating the required volume. This, according to the composition of the *Sculpture* agreed between the *Parties* and the established dimensions.

Based on the research carried out by the *Artist* with experts with more than 20 years of experience working with *Acrylics and Binders*, it guarantees the stability of the *Sculptures* for 12 years, extendable from the moment the *Work* is successfully completed. This guarantee will be determined according to the durability and stability of the components and materials used by the *Artist* in the *Works* of the "*Private Collection*" and that have been protected under optimal quality standards for their conservation since their creation. See section 17 – *Modification to the Guarantee Times Stipulated for each Work* –.

In the event that the *Buyer* wants the *Sculpture* outside the dimensions established for the *Sculpture*, the content in the internal spaces may vary taking into account the weight generated for each *Work* and its transportation. The existence of empty spaces in some materials must be taken into account.

10.7 **Recommendations. Sculpture Care** _

The Buyer can inquire about the conservation of the materials used in the *Sculpture*, be it *Acrylic, Wrought Iron, Wood, Cement, Stone, Marble*, among other materials used, for a better understanding of the *Work* and conservation over time.



11 PHOTOGRAPHY EXPERIMENTAL AND FOTOGRAFÍARTE - NFT.

The *Artist* makes it known that he/she does not make any edits to the *Experimental Photographs and/or FotografiArte*. Therefore, it does not use programs that allow editing, modification and changes to the captured *photographs*.

11.1 *Visual Media.*

- Photographic camera – Cell phone.
- Semi-professional and Professional Camera, Classic and Modern version.
- Lenses adaptable to the aforementioned cameras.
- Natural and/or artificial light.
- Others.

The *Artist* announces that the *Experimental and FotografiArte Photographs* that he has taken so far *have been captured using the camera of a cell phone*. The *Artist's experimentation* is based on the originality of the lights and shapes framed in the very essence of the moment.

Likewise, it informs the *Buyer* that it does not seek perfection in the visual quality of the image, compared to photographs *captured* with high-resolution semi-professional and professional cameras, under the techniques established in the photographic field and/or artistic. Photographs captured with the cell phone sometimes lack detail and visual clarity, managing to capture another way of observing *the Works*.

11.2 *Materials.*

In the event that the *Buyer* wants the *Photograph* to be printed and signed by the *Artist*, the latter will use photographic paper and inks of the best possible quality found on the market according to the place of residence and under the suggestion of the collaborators in charge and taking into account the type of camera used.

The *Artist* recommends that *Buyers* who wish to print the *Photograph* use photographic paper and high-quality printing inks, which allows for a visual improvement in the colors and shapes captured, as well as maximum durability and protection over time. The *Artist* clarifies that the quality of the printed *Photograph* may vary, and be affected, depending on the quality of the photographic paper and the inks used depending on the printer.



Artist is exempt from damages caused by the passage of time and direct exposure to the sun, humidity, dust, among others, which cause physical and visual deterioration of the *Photography*. It is recommended to place them in internal places with room temperature. See section 16.1 – *Informative. Natural Deterioration due to the Passage of Time* – and section 11.7 – *Recommendations. Care of Photographs* –.

11.3 ***Dimensions.***

The *Buyer* has the right to print the *Photograph* exceeding the maximum dimensions suggested by the *Artist*, regardless of whether the visual distortion generated by the amplitude affects the tones, the composition, as well as whether its shapes are not perfectly outlined, causing a slight distortion in the visual composition of it. Based on the perception that the *Artist* has regarding the quality and the visual objective that lies in the printing of the *Photographs* in dimensions outside those recommended below. Likewise, it informs that the *Photographs* that the *Buyer* requests are printed and signed by the *Artist*, who will make the print in dimensions that do not exceed 37 x 50 cm.

* *Buyer* must pay for printing, framing, matting and shipping costs.

In the event that the *Buyer* desires said *Photograph* with dimensions greater than those stated, as a reference the *Works on Canvas* that may exceed these dimensions and measure more than 1.80 cm. x 4.00 meters, it must be kept in mind that the company selected for the printing of these *Photographs* has the printing capacity required by the *Buyer* ; if this is not possible, the *Buyer* must adhere to the maximum or minimum dimensions established by said company. This, subject to variation in the agreed price according to dimensions that exceed those established.

The *Buyer* accepts the decision made by the *Artist* at the time of sending an email with the request to create and/or print an *Experimental Photography and FotografíArte*. Subject to the provisions of the *Guarantee – and section 24 – Returns* –.

11.3.1 **Photography Experimental.**

The *Artist* informs the recommendations to achieve optimal visual quality that allows a better perception of the Work:

- Suggested minimum dimension: 17 x 30 cm. *approximate.*
- Maximum suggested dimension: 37 x 50 cm. *approximate.*



11.3.2 PhotographyArt.

The *Artist* informs that the printing recommendations for the *FotografíaArte* are the measurements established according to the selected *Work*. In the case, if the dimensions of the *Work* are: 20 x 30 cm., the impression of the *Photograph* should be the same.

11.4 *Opensea – NFT.*

The *Artist* informs the *Buyer* of the option to *Acquire* a *Photograph – NFT* through the following Opensea account. Subject to the *Terms of Service* of this platform and the statements in these *Terms and Conditions*.

- <https://opensea.io/jecobcorbetart>

11.5 *Price per Photography.*

The price is established by the *Artist* on the " *Purchase* " page of the *Website and/or on Opensea* , expressed in American Dollars (USD).

- * *If you want the Photograph Printed and signed, The Buyer is responsible for paying for shipping by certified mail.*

The *Artist* reserves the right to make multiple sales of *Photographs* outside the *Purchase and Sale Contracts*, written or verbal, established for *Pictorial Works, Sculptures and Videos*. It is made effective through the email sent by each *Buyer* and based on the free will that the *Users have* when sending an email with a *Purchase request* to the *Artist*. Likewise, it announces that the *Experimental Photographs* are offered 1 (one) time only and will not have duplication on its part. *FotografíaArte* can be offered more than 1 (one) time by you.

The *Buyer* may request that the *Photograph* of their choice be entered on the NFT platform: *Opensea*, if it is not found there. The *Artist* has created an account on this platform to obtain greater security in the transaction of the *Photography*.

- *Advantages of acquiring an NFT on OpenSea:*

Blockchain technology, each NFT is guaranteed to be authentic and its ownership history can be traced online. This helps creators and collectors protect their digital assets and ensure they receive a fair share of the profits when they are sold.

And, it provides a secure and transparent way to record ownership of digital objects.



If you want to know more about NFTs on the *Opensea platform*, go to the following link:

- <https://www.finect.com/usuario/vanesamatesanz/articulos/que-opensea-como-comprar-nfts>

11.5.1 Includes:

1. Frame in plastic, wood or other. Color can be selected by the *Buyer*.
2. Passepartout, optional, (*See key words at the beginning of this document*) or Margin on the photographic paper.
 - * *Color can be selected by the Buyer.*
3. Document suggested by the *Buyer*.
 - * *The Artist reserves the right to accept the document proposed by the Buyer.*
4. No includes Glass.

The *Artist* informs that the *Experimental Photographs* and some *FotografíArte* created by him can be observed on their 4 sides, each side allows the imaginary creation of various forms, situations and emotions, among other possible ones.

In the same way, he informs the *Buyer* that he will be in charge of contracting the printing services with a company specialized for this type of *Photography*. He may also print the *Photographs himself* from his place of residence on the printer that he has selected for this purpose, and subject to the dimensions established in the *Dimensions*.

In the event that the *Buyer* wishes to print the *Photograph* outside the dimensions established in the aforementioned section, the *Artist* undertakes to hire the services of companies specialized in large format photographic printing and with high quality standards according to their place of residence.

Also, it reserves the right to disclose information on the business brands used. Even so, it guarantees that the *Photographs* will be printed with the highest quality inks offered by the specialized company and that they are compatible with the printer purchased in the official places that the selected business brand has for this purpose, and guarantees that it will use the best paper. photography that is on the market according to your place of residence, after consulting the company's collaborators. Subject to what is stated in the *Materials*.



11.6 Delivery Time.

The *Digital Photograph* will be sent to the *Buyer*'s email within a period between 1 and 8 business days, after the latter has made the transfer of the total, not partial, economic amount agreed between the *Parties*, after successfully verifying the transfer.

Acquiring a *Photograph Physical* may be delivered within a period between 8 and 30 business days or more, depending on the destination country and any setbacks that arise during the trip. Subject to the times established by the printing company and the selected certified mail company.

11.7 Warranty.

The *Photographs* do not have a guarantee from the *Artist* because they are *Digital Files sent to the Buyer*'s email. The *Artist* has the right to select the photographic company to print the *Photograph* under his free will, or can print it himself on the printer of his choice.

The *Artist* guarantees to the *Buyer* that, in the event of losing he Archive Digital of *Experimental Photography* or *FotografíaArte* that has been sent to you by email, you can request through the email jacobcorbet@gmail.com, that it be sent to you again the *Digital Photography Archive*, and report what happened. This will be sent again by the *Artist* to the *Buyer*'s email. He also informs that he will resend the same *Photograph* that was sent to him the first time. This is possible thanks to the fact that the *Artist* maintains a personal record with information on the sale of each of his *Works*, as well as the information corresponding to each of the *Buyers*.

The *Artist* guarantees that the *Photographs* that may be displayed for sale on the "*Acquire*" *Page* of the *Website* are cropped screenshots of the original *Photographs*, captured by the *Artist* using a Laptop and the "*Paint*" tool. This guarantees the *Buyer* that the *Experimental Photography* and/or *FotografíaArte* received in their email is unique, according to the *Metadata* in the "*General*" and "*Details*" *Properties*, and with the purpose of preserving the original records of each of them. The opposite is true for *Photographs* that are available to be acquired on the *OpenSea platform*. These *NFTs* are uploaded to said platform with the original photographic files and are not cropped or edited.

In the event that the *Buyer* decides to have the *Photograph* printed and signed by the *Artist*, the *Artist* guarantees that he will use the best photographic paper and the highest quality inks possible according to his place of residence, after prior advice from the photographic industry, and that are compatible with the selected printer brand. These will be purchased at the official establishments established by the printer brand according to the Country of residence of the *Artist*. In light of the above and under the assumption that the *Buyer* wants

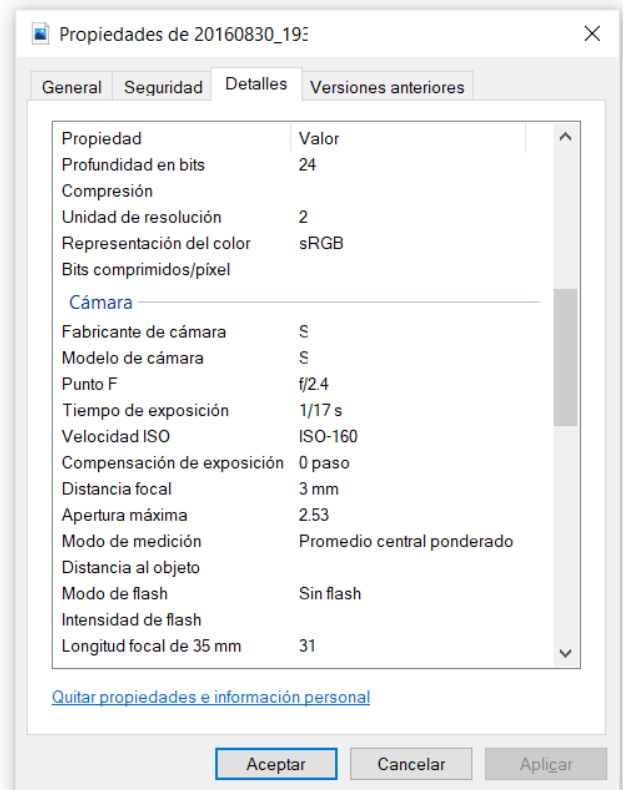
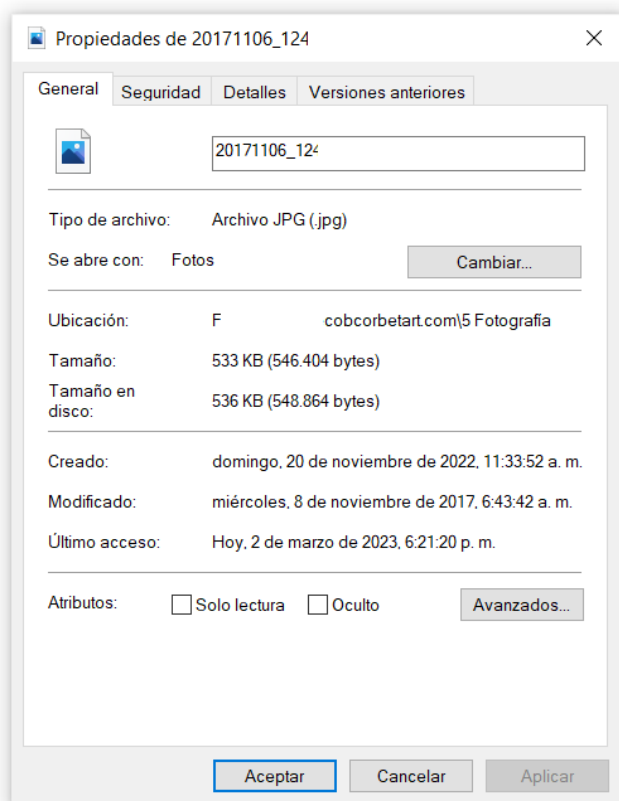


the *Photograph* to be printed with dimensions outside the limits established in this document, the *Artist* will hire the services of qualified companies for large format printing of the *Photographs* and using the best materials. advised by them. Subject to the recommendations made by the contracted company.

The *Artist* guarantees that he will bid only 1 (one) time on the *Photograph Experimental* purchased by the *Buyer*, this is unique and will not have duplication on its part. It also informs that, the *FotografiArte «Static»* of a complete *Pictorial Work, Figurative or in Abstraction*, can be offered several times by the *Artist*, but they will be captured again by the latter for each *Buyer*, which allows generating a unique record in each *Photograph*. The *PhotographyArt «InStatic »* The same *Photograph* may be offered several times.

The above is evident in the *Metadata* of the "General" and "Details" Properties, which are shown as an example in the images presented below.

* Visible example of the "General" and "Details" Properties.



Artist is exempt from any possible copies that the *Buyer* may make based on the reproduction of the *Experimental and FotografiArte Photographs* acquired on the *Website, on OpenSea*, or outside of these for commercialization.



11.7.1 Photography Experimental.

The *Artist* guarantees the capture of an *Experimental Photograph* for each of the *Buyer's*. This allows a record to be generated in the details of the *Photography* that are provided automatically according to the audiovisual medium used. The above can be verified in the *Metadata* of the " *General* " and " *Details* " *Properties* of each of them and which has been shown as an example in the immediately preceding section. With this, the *Artist* guarantees the authenticity of each of the *Photographs* offered regardless of the audiovisual medium used. Thus, each *Photography* is unique and will not have duplication in offer within or outside the *Website and/or the OpenSea platform*. The *Artist* reserves the right to keep a *Backup Copy* of the *Photography* acquired by the *Buyer*, and thus be able to comply with what is stated in *section 11.6 – Guarantee – Fifth paragraph*.

11.7.2 PhotographyArt.

The *Artist* guarantees the capture of a "Static" *Art Photograph* of any *Work* in his "Private Collection" for each of the *Buyer*. This, in the event that several *Buyers* wish to take a *Photograph* of the same *Work. Pictorial or Sculpture. The* above allows you to generate a record in the *Photography Metadata* that is provided automatically according to the audiovisual medium used. The *Buyer* can verify its originality with this *Metadata* in the " *General* " and " *Details* " *Properties* of each of the *Photographs*. With this, the *Artist* guarantees the authenticity of each of the *Photographs* sold, regardless of the audiovisual medium used. It is clarified that the *Artist* has the right to capture the *Photograph* of any *Work* within the " *Private Collection* " the number of times he wishes and as requested by the *Buyer*. The *Artist* reserves the right to keep a *Copy security* of the *Photography* acquired by the *Buyer*, and thus be able to comply with what is stated in *section 11.6 – Guarantee –, fifth paragraph*.

11.8 Recommendations. Photograph Care s.

The *Artist* recommends reading the following *Article* with the necessary information for the correct conservation of the *Photographs*, and invites you to investigate more about each of them for a better understanding of their behavior and care over time:

Castilla and leon meeting. (SF). Basic rules for the conservation of *photographs*

- <https://archivoscastillayleon.jcyl.es/web/es/activityes-recursos/reglas-basicas-conservacion-fotografias.html>



12 VIDEO EXPERIMENTAL AND VIDEO PHOTOGRAPHIC WORK.

12.1 *Media Audiovisuals.*

- Photographic camera – Cell phone.
- Semi-professional and Professional Camera, Classic and Modern version.
- *video* camera, Classic and Modern version.
- Lenses adaptable to the aforementioned cameras and *video cameras*.
- Microphones.
- Voice recorder.
- Natural and/or artificial light.
- 1 or 2 TB External Memory.
- Editing software: Windows Movie Maker Version 2012 (Build 16.4.3528.0331).
 - * *Another suggested by the Buyer. By prior agreement between the Parties due to the time required to learn how to use said editing program.*
- Other possible that the *Video* requires.

12.2 *Formats.*

The *Artist* reserves the right to select the methodology used for the production and subsequent editing of the *Experimental Video or Photographic Video Work*, without prior notice.

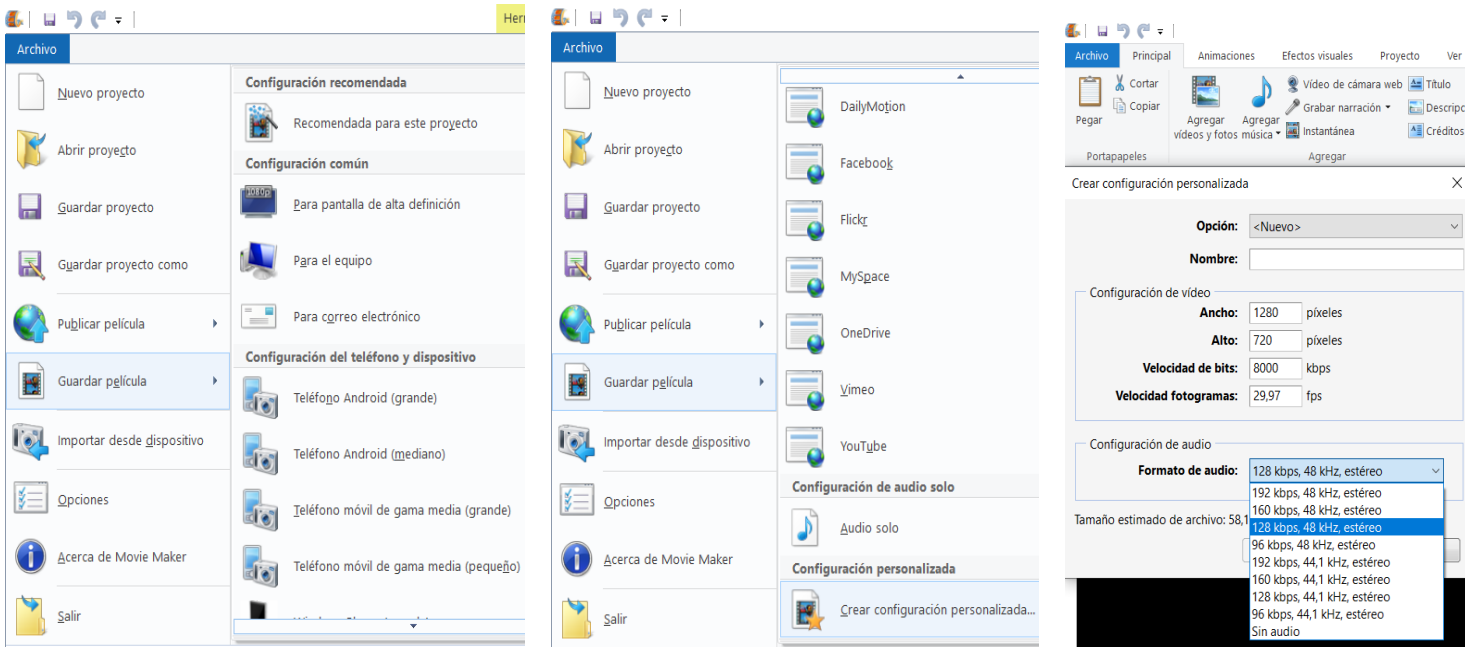
The *Buyer* accepts the decision made by the *Artist* at the time he or she sends an email with the request to create a *Video*. This, subject to what is established in the *Guarantee – and section 24 – Returns –*

The *Artist* informs that he uses Windows Movie software as a means of editing the *Videos*. Maker Version 2012 (Build 16.4.3528.0331), which allows creation in MPEG-4/H.264 *Video File*. The options presented by the software to save the movie are:



Jacob Corbet Art

Escultura en Pintura



12.3 Opensea – NFT

The *Artist* informs the *Buyer* of the option to *Acquire* a *Video – NFT* through the following Opensea account. Subject to the *Terms of Service* of this platform and the statements in these *Terms and Conditions*.

- <https://opensea.io/jecobcorbetart>

12.4 Price per Work

The price is established by the *Artist* on the " *Purchase* " page of the *Website* and/or on *OpenSea*, expressed in American Dollars (USD).

The *Buyer* can request that the *Video* of their choice be entered on the NFT platform: *Opensea*, if it is not found there. The *Artist* has created an account on this platform to obtain greater security in the *Video transaction*.

- [Advantages of acquiring an NFT on Opensea:](#)

Blockchain technology, each NFT is guaranteed to be authentic and its ownership history can be traced online. This helps creators and collectors protect their digital assets and ensure they receive a fair share of the profits when they are sold. And, it provides a secure and transparent way to record ownership of digital objects.



If you want to know more about NFTs on the *Opensea platform*, go to the following link:

- <https://www.finect.com/usuario/vanesamatesanz/articulos/que-opensea-como-comprar-nfts>

12.4.1 Includes:

1. 1 (One) Presentation *video no longer than 3 minutes*. (Additional cost).
2. 12 (Twelve) *FotografíaArte* printed and signed by the *Artist among those captured during the video* creation process. Selected by the *Buyer* and/or the *Artist*.
3. 1 (One) External Memory of 1 or 2 TB, depending on the size of the *Video*.
4. Certificate of authenticity.
5. Another document suggested by the *Buyer*.

* *The Artist reserves the right to accept the document proposed by the Buyer.*

The *Artist* informs that the expenses for land and/or air transportation, lodging and food that may arise for the optimal realization of the *Experimental Video* agreed between the *Parties*, are borne by the *Artist* at the local and National level depending on the place of residence at which the *Artist* resides. moment of signing the *Purchase and Sale Contract*. It should be noted that it is not necessary to acquire a *Work of Art* through a *Purchase and Sale Contract*, it can be done through a *Verbal Contract* between the *Buyer and the Artist*.

In the event that the *Buyer* wants the creation of the agreed *Experimental Video* to be outside the *Artist's Country of residence*, *he or she must* assume the costs of ground and/or air transportation, as well as the costs of lodging and food (breakfast), lunch and dinner), among others required for the optimal creation of the *Video*.

The *Buyer* should keep in mind that the *Artist* does not intend to find perfection in image quality, compared to the high resolution that high-tech professional cameras allow. The *Artist* reserves the right to create the content of the *Video*, *Photography* and short films using the cell phone, or semi-professional and/or professional cameras and *video cameras as an audiovisual medium*. This is based on the perception that the different media used allow when freely observed by the spectators. The *Artist 's experimentation* is based on the originality of the forms and situations framed in the very essence of the recording moment.

The *Buyer* agrees to play the *Video* until the end regardless of the place, where the information that the *Artist* makes known about his authorship, places of creation, music, *Website*, among other possible things, can be evidenced.



The *Artist* reserves the right to estimate the time required for the creation and editing of the *Experimental Video* agreed upon between the *Parties*. Subject to what is stated in the following paragraph.

12.5 Delivery time.

For the *Experimental Video*, it will be delivered within a period between 8 and 365 business days or more. This, subject to the travel time of the *Artist to the place or places where the production of the Video* agreed between the *Parties* will take place, whether this is understood locally, nationally or internationally. Also, the time required to visit the place or places selected by the *Buyer* and/or the *Artist*, the recording times, the capture of *Photographs*, collection of audiovisual material in general, as well as the process of editing among others possible and that are essential for an optimal composition of the *Video*. *Video* editing is carried out at the place of creation after successfully collecting the audiovisual material. After the times described, the *Video is delivered* in an *External Memory*, or on the device that the *Buyer* has.

For the *Video Photographic Work*, it will be delivered within a period between 8 and 30 business days or more. This, subject to the time it takes the *Artist* to create and/or edit the video.

12.6 Warranty.

The *Artist* guarantees that the *Video Experimental* purchased by *Buyer* is unique and will not have duplicity on your part. Also, inform that the *Video Construction site Photographic* They can be offered several times. He guarantees that he himself makes and edits each of them.

The *Videos* have no guarantee from the *Artist* because they are *Digital Files* delivered in an *External Memory*. The *Artist* recommends that the *Buyer* make a backup copy in order to avoid loss, damage, theft, among other possible things, and thus ensure the conservation of the purchased *Video*.

The *Artist* reserves the right to keep a *Copy of security* of the created *Video*. Likewise, it guarantees that it sends the *Original Video to the Buyer*. This can be evidenced when the *Artist* "Cuts" the *Video* from its source folder, and "Pastes" it into a new folder within the *External Memory*, thus preserving the original records of the file. Then, "Copy" the *File* from there and "Paste" it in the selected folder, where the documents and evidence of the acquisitions are kept, and in this way the *Artist* only keeps the *Copy of the File*.

In the event that the *Buyer* loses or damages the *Digital File*, they can send an email to: jecobcorbet@gmail.com, in which they report what happened and request that a copy of



the *Digital File* be sent to them. No, he *Archive Original* well already you have been delivered. This is because the *Artist* will keep a personal record with information about the sale of each of his *Works* and the corresponding information of each of the *Buyers*.

* The *Buyer* agrees to pay the costs of the *External Report* and shipping by certified mail.

The *Buyer* guarantees the *Artist Free Will* for the production and editing of the *Video Agreement* between the *Parties*. The *Artist* reserves the right to accept suggestions for the creation and editing of the *Video* by the *Buyer* and/or Third Parties.

Artist is exempt for the copies that the *Buyer* may make of the *Video* acquired on the *Website* or outside it for marketing, as well as for the reproductions made regardless of the location.

12.7 Recommendations. Removable Memory Care.

The *Artist* recommends reading the following *Articles* with the necessary information for the correct conservation of Removable Memory, and invites you to investigate more about each of them for a better understanding of their behavior and care over time: The recommendations suggested below are based on traditional *USB Flash Drives*, but their content is applicable to *External Flash Drives*.

USB-Memories. (Feb 7, 2013). USB flash drives: Useful life and conservation tips.

- <https://www.usb-memorias.com/noticias/memorias-usb-vida-util/>

The house of USB / Super User. (Jun 22, 2023). Tricks to preserve a USB memory and extend its life.

- <https://www.lacasadelsusb.com/blog2/index.php/67-trucos-para-conservar-un-memoria-usb-y-alargar-su-vida>

13 ACTIVITY TIME ESTABLISHED FOR THE CREATION OF THE *WORK*.

The *Artist* informs that he guarantees the activity time established for the creation of the *Work* agreed between the *Parties*, as follows:

- Monday to Saturday.
 - Between 3 to 9 hours a day, according to the due process of each *Work*.
- * See – Guarantee – in each *Technique*.



Also, inform that on Sundays and holidays it does not carry out activities related to the artistic field on a commercial basis. 8 days are established for the celebration of the Week Holy stipulated by the Catholic Church during which progress in the works and the possibility of *Acquiring* any *Work*, regardless of the technique, from the Website are suspended; as well as the days between November 10 and 15, and from December 15 to January 15.

Exempt from the latter are *Experimental Photographs and FotografiArte*, which may be *Acquired* during these established days only on the *OpenSea platform*. The *Artist* reserves the right to change these exceptions at any time without informing *Users, Buyers and Curators* or on the *Website*.

The *Artist* informs the *Buyer* that the drying time of the *Pictorial Work* based on the *Oil and Oil Pastel technique* may vary between 8 and 45 business days or more for each layer applied. This, depending on the material used and the volume required by the *Work*.

The *Artist* reserves the right to establish this time to celebrate new consecutive *Purchase and Sale Contracts or Verbal Contracts* in the *Pictorial, Sculpture, Photography and/or Experimental Video and Video Photographic Work techniques*.

Also, it guarantees as priority the first *Buyer* with whom it has signed a *Purchase and Sale Contract*. Then, it will continue with the creation of the *Work* agreed upon with the second *Buyer* and so on. This, under the assumption that the *Work* does not require a high degree of volume and, therefore, a short drying time. The *Artist* agrees to dedicate the time established in this section for each agreed *Work*. It should be noted that it is not necessary to acquire a *Work of Art* through a *physical Purchase and Sale Contract*, it can be done through a *Verbal Contract* between the *Parties*.

In the event that any case of a personal nature arises that affects the free development of the *Work* agreed upon between the *Parties*, the *Artist* will take a pause relevant to the creation, and undertakes to resume the *Work* at the nearest time. Likewise, the right is reserved to update, modify, suspend and/or delete a publication inside and outside the *Website* for the creation and/or sale of any *Work*.

14 PRICE PER WORK - GENERAL INFORMATION.

The *Artist* informs that *the Buyer, once the purchase has been established, must transfer 10% of the value of the Work to be Purchased to the Artist's account; 90 % must be transferred when the Work is ready and sent. You can transfer the financial amount via PayPal, Debit and Credit Card or Ethereum, Bitcoin or other means of payment proposed by the Buyer.*



The company PayPal Holdings, Inc., establishes the Withholding of Funds, as a measure that the payment platform takes with users who have accounts used to collect products and services they provide, which allows them to guarantee the balance for refunds in If any dispute is established by the Buyer, for up to 21 days.

The above allows greater security for the *Buyer* in the transaction of the economic amount established between the *Parties*. This financial amount will be available to be transferred to the *Artist 's Bank Account* once the *Artist* delivers the *Work* to the selected *Certified Mail Company*. Prior to this, the *Artist* delivers a copy of the certificate to the *Banking Entity* and/or the company *PayPal Holdings, Inc.*, and thus be able to make the transfer effective to his or her account. See *section 18 – Responsibility between the Parties – and section 24 – Returns –*.

In the *Purchase and Sale Contract, physical or verbal*, the aforementioned is stipulated with the objective of generating greater security of the transaction, and thus comply with the provisions regarding the responsibility established by the *Artist*.

The *Artist* informs that the prices established for the creation of the *Works* have been selected by him as the base economic amount for the inauguration of the *Website*. Likewise, it clarifies that, after signing the *Purchase and Sale Contract or establishing a Verbal Contract*, the value will not change regardless of the dimensions previously established between the *Parties*, in lesser or greater volume. This, subject to the dimensions established by the *Artist* for each *Technique*. It is recommended to read what is stated in *section 7 – Information that the Artist discloses about his Works –* in their respective *Techniques*, and in *section 7.2. – Materials, Dimensions, Volume and Media –*.

As this is the *Purchase and Sale modality*, the *Artist* reserves the right to start the next offer based on the value obtained in the previous sale, or increase it for the creation of any *Work* exhibited on the *Website and/or OpenSea*.

Also, it reserves the right to modify the prices established on the *Website* at any time, without prior notice and/or consent of the *Users, Subscribers* and/or *Buyers*. Likewise, it informs that it respects and does not give rise to altering any economic amount established in a *Purchase and Sale Contract* after it has been agreed and signed between the *Parties*, or after establishing a *Verbal Contract*, and after the transfer of the economic amount has been made.

Please inform that all the *Works* displayed on the *Website* are part of your "*Private Collection*" and are not for sale. With the exception of the *Works* displayed on the "*Acquire*" and "*Sold Works*" *Page* - previously authorized by the *Buyer* -, among others, that the *Artist* does not expose to the public on the *Website* or outside of it.



Artist's « Private Collection » this available for Exposure in any part of the world. Subject to what is stated in section 26 – Exhibitions –.

Artist is exempt from the partial or total return of the economic amount agreed between the Parties for possible reasons that he or she presumes regarding the agreed Work. Also, the Buyer is exempt from making any changes to another Work suggested by the Buyer among all the Works displayed on the Website or outside of it. This, regardless of the Sales Modality offered by the Artist. See section 20 – Sales Method –.

15 DELIVERY TIME - GENERAL INFORMATION.

The Artist informs that the times established for the delivery of the agreed Work begin once the Buyer makes the transfer of the economic amount agreed between the Parties regardless of the means of payment selected.

The Buyer must keep in mind that the creation of the Works and their subsequent shipping are the responsibility of the Artist, who must manage the relevant times between the Buyers who make a request for the creation of any Work. It informs that the responsibility acquired with the Buyer is established until the moment in which the Buyer delivers the Work to the Certified Mail Company for its respective shipment. See section 18 – Responsibilities between the Parties –.

The Artist reserves the right to inform the Buyer of the exact time to deliver the Work agreed upon between the Parties. This is due to the time that the Work requires for its successful completion based on the creative process, as well as the drying time that is beyond the Artist's control. The above for quality, durability and warranty purposes. The distance that exists between the Artist and the Buyer must also be kept in mind. Likewise, the right is reserved to accept suggestions made by the Buyer in estimating the creation time of the Work agreed upon between the Parties. This, subject to the effects that the Work may cause over time and based on composition, volume, drying, and thus be able to generate greater quality and guarantee.

16 WARRANTY - GENERAL INFORMATION.

The Artist informs that, in the event that the Pictorial Work or Sculpture may be affected on the way to its destination, it is lost, or any other event occurs that, due to the nature of the transport, may compromise the arrival of the Work to its destination, the payment of Risk Insurance established as mandatory for the total value of the Work. This makes it possible to cover the expenses that the restoration or, if applicable, the recreation of the same would



entail, this being the only argument why the *Artist* would recreate a *Work* of his authorship. The Buyer has the right not to pay the *Risk Insurance*, he must express this at the time of his request so that it can be established in the *Purchase and Sale Contract*.

* Important:

Artist is exempt from all responsibility for the effects caused to the *Buyers and/or Third Parties* due to the loss of the *physical Works* in their shipment, the *Digital Files, individual, partial or total, and which are safeguarded* by the *Artist* in his personal files. u/o on the *Opensea platform*, whether due to failures of the transport company, in the system, failures in electronic equipment such as computers, laptops, tablets or others; failures in the External Memory, viruses, general damage, theft or loss of historical records, among other possible.

16.1 Informative. Natural Deterioration due to the Passage of Time.

The *Artist* acknowledges that the *Works* are subject to possible changes due to natural wear and tear over time, also due to direct exposure of the *Work* to sunlight, humidity, rain, high temperatures, bacteria and sudden changes in climate. among other factors, natural or not, that are possible and depending on the geographical location in which the *Work is located* and the way in which the *Buyer* preserves it. For this reason, the *Artist* is exempt from restoring the *Work* under the assumption of guarantee, or from making the change of the affected *Work* for another offered on the *Website* or outside it, as well as for the return of the total or partial economic amount. See *section 8.6 – Oil Pastel Guarantee – section 9.6 – Oil Pastel Guarantee – and section 18 – Responsibility of the Parties*.

16.2 Guaranteed Uptime.

The *Artist* guarantees an estimated time, for the timely progress in the creation of the *Work* agreed upon between the *Parties*, between 3 and 9 hours a day from Monday to Saturday. See *section 13. – Activity Time established for the creation of the Work –. Experimental and FotografiArte Photographs* are exempt.

16.3 Creation of the Photographic Registry.

The *Artist* guarantees that he will capture one *Photograph* before starting the daily creative process and another at the time of completion, during the days required to successfully complete the *Pictorial Works, Sculptures and/or Videos*. See *section 5 – Rights Reserved. Intellectual Property –. With this, it seeks to comply with the General Guarantee on Uptime*. The *Buyer* will have access to detailed information about the activity times that the *Artist* has dedicated to the creation of the *Work* through a spreadsheet in the "*Excel*" program that describes the days and daily hours dedicated to the progress of the agreed *Work*. between the *Parties*.

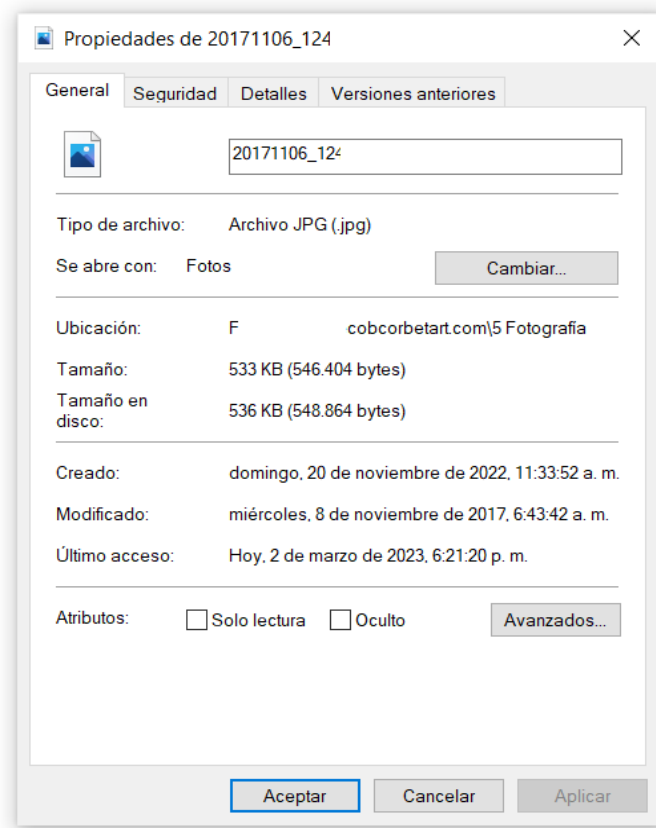


After successfully completing the composition of the *Work*, and upon request by the *Buyer*, a document will be sent to email that describes in detail the information of the day, the start time and the end time, during the daily progress made. Does not include *Photography* and/or *Videos* derived from the creative process of the *Work*.

In the event that the *Buyer* wishes to visually verify said evidence through the *Metadata* in the "*General*" and "*Details*" Properties, the *Artist* states the possibilities to provide a timely response to this request as follows:

1. The *Buyer* may request the *Artist*, by means of an email sent to jacobcorbet@gmail.com, to send the aforementioned data in a visible manner and not through the aforementioned form. The *Artist* undertakes to send a document in which the *Metadata* in the "*Screenshots*" is related to the "*General*" Properties of the *Photographs*, there the date, time, file type, among other information that is automatically generated by the camera at the time of capturing each *Photograph*, as well as other information that the system provides or that the *Buyer* requests.

* Visual example of the screenshot generated by the records.





2. The *Buyer* has the possibility of scheduling a virtual appointment with the *Artist* to view the *Metadata* through a *Video* call.
3. Schedule an in-person appointment to directly see the *Properties* of each of the *Photographs*. This, prior agreement between the *Parties* and provision according to the country of residence of the *Artist*. For the latter case, the *Buyer* may visit the *Artist* in the country of residence and in the place chosen by him/her; or undertakes to pay the expenses for travel, accommodation and daily food during the agreed time for travel to the Country selected by the *Buyer*.

* The *Artist* reserves the right to accept the site selected by the *Buyer* for the meeting, depending on the physical safety of the *Parties*. It informs that the meeting place must be safe and in accordance with the *Political Stability* of the Country according to the time and/or place selected. Due to the above, the *Artist* may suggest to the *Buyer* a different site that concerns the physical safety of both. *Experimental Photographs* and *FotografiArte* are exempt from this.

16.4 **Creating a Video Photographic Work.**

The *Artist* guarantees to the *Buyer* the creation, under his free will, of 1 *Video Photographic Work* which includes *Photographs* and *Videos* captured of the *Work* in its creation process. This, for *Pictorial Works*, *Sculptures* and *Videos* (*presentation video no longer than 3 minutes*), and subject to what is stated in *section 5 – Rights Reserved. Intellectual Property – and section 5.2 – Important, collected visual material –*. This *Video* has no additional cost. The *Artist* establishes the duration of said *Videos*.

16.5 **Artist 's Commitment to Contracts.**

The *Artist* guarantees to the selected *Buyer* that, in the event of receiving more than one financial offer by email, or verbally, for the creation of any *Work* by *Third Parties*, he/she undertakes not to suspend the creation process. of the agreed *Work*. The above, after having signed the *Purchase and Sale Contract* and carrying out the economic transfer agreed between the *Parties*. It should be noted that it is not necessary to acquire a *Work of Art* through a *Purchase and Sale Contract*, it can be done through a *Verbal Contract*.

The *Artist* reserves the right to accept new offers made by *Third Parties* in the course of creating the previously agreed *Work*. Clarifies that new *Purchase and Sale Contracts*, written or established verbally, can be concluded during the execution of the previously signed contract. In this case, and after finishing the agreed *Work*, it undertakes to complete the *Work* of the next *Buyer*. Also, the latter can be created simultaneously using the drying times required by the first agreed *Work*, regardless of the shorter or longer time required to successfully complete its composition. This, because a *Work*



Abstract requires less creation time unlike the creation time of a *Work. Pictorial Figurative*. Likewise, it is mentioned that there are *Pictorial and Figurative Works* that require a shorter creation time according to the required volume, and there is the possibility of finishing the second or third or more *Works agreed with Third Parties first*.

In the event that there are no more *Buyers* at the same time, the *Artist* reserves the right to successfully complete the personal *Work* that he has in progress for his "*Private Collection*", or to create a new one during the aforementioned drying times. See *section 13 – Activity time established for the creation of the Work –. Experimental Photographs and FotografiArte* are exempt from this.

16.6 On Non-Duplicity of Works.

The *Artist* guarantees that it will not duplicate any of the *Pictorial Works, Sculptures, Experimental Photographs and/or Experimental Videos* that have been acquired by the *Buyer*. To the above, it is clarified that *Photographic Art and Photographic Video Works* are excluded from this, which may be photographed, recorded, duplicated and/or created as many times as the *Artist* wishes based on personal gain, among other possibilities. See *section 5 – Rights Reserved. Intellectual Property –*.

16.7 video evidence of the packaging before being sent to its destination.

The *Artist* guarantees the creation of a *Video*, without cuts and/or editions, at the time the *Work is delivered* to the *Certified Mail Company*, where the current state of the *Work is shown* and the *Buyer is shown* how the work is carried out. packaging and subsequent delivery to said company. This *Video will be sent to the Buyer's* email once delivery is successfully made by the *Artist* to said company.

16.8 Historical Sales Record.

The *Artist* guarantees to keep in its historical records the email sent by each *Buyer* with the data provided at the time of making an offer for the creation of a *Work*, regardless of the technique or the acquisition of *Photographs and Videos*. In the same way, it will save, like Opensea, the acquisition records and supporting documents of the economic transaction over time, among other existing ones.

The above allows the generation of a traceable line with information about each of the *Works Acquired* from the *Website* or outside of it, verbally or in writing, thus obtaining a database that allows knowing the detailed information of each one of them. *Buyers* and the *Acquired Work*.



The *Buyer* may request copies of such documents and/or records from the *Artist* at any time. This, in the event of loss, damage, theft or other possible cases. The copy of the requested document will be sent by email: jacobcorbet@gmail.com.

The *Buyer* is the only person who can request said copies by means of a letter written and signed by him, which must be attached to the email sent to the aforementioned email. Likewise, he warns that no copy will be delivered to Third Parties *and* only It will be sent to the email provided by the *Buyer*.

16.9 Historical Photographic Record of the Works.

The *Artist* guarantees that he will keep photographic records of the creation process carried out on each of the *Works* acquired by the *Buyer*. This is to preserve visual records of the *Works* that allow future verification of their originality.

16.10 New Creation Calls.

The *Artist* guarantees that at the time of successfully completing the creation of the *Work* (s) agreed upon between the *Parties*, he/she will inform the dates to open a new call on the " *Acquire*" *Page* of the *Website*, and thus celebrate new *Contracts* with an amount economic base equal or higher. It should be noted that it is not necessary to acquire a *Work of Art* through a *Purchase and Sale Contract*, it can be done through a *Verbal Contract* between the *Buyer and the Artist*.

17 MODIFICATION TO THE GUARANTEE TIME STIPULATED FOR EACH WORK.

The *Artist* reserves the right to extend or decrease the established guarantee time at any time. This time will be determined according to the durability and stability of the components and materials used by him in the *Works* of the " *Private Collection* " and that he has protected under optimal quality standards for conservation since their creation.

Under the assumption that the *Artist* evidences any deterioration, damage or detachment of any of the parts that make up the *Works* in his " *Private Collection* ", specifically in the case of *Works* with high volume in the *Oil, Oil Pastel and Sculpture*, *undertakes to inform* what happened through a statement on the *Website* and on the different *Social Networks*. In the same way, each of the *Buyers will be notified* that they have acquired a *Work* similar in volume to the one mentioned by email, in which the event and the time that has elapsed from the creation to the moment of delivery are



reported in detail. that the unforeseen event occurs, the analyzes carried out on the *Work* among others, and thus be able to determine what the cause was.

With this, it aims to provide timely information to *Users* and *Buyers* to prevent any eventuality in the deterioration of the purchased *Work* and thus be able to correct unforeseen inconveniences. The *Buyer* accepts the statement at the time they sign a *Sales Contract* or establish a *Verbal Contract* with the *Artist*.

* *It is reiterative to mention the Artist's statement in which he informs that the creation of his Works has been based on Self-learning.*

Likewise, it expresses to *Users* and *Buyers* the time that it has used the materials, as of the date of publication of these *Terms and Conditions*:

1. Ten (10) years of creation based on Oil Pastel.
2. Six (7) years of creation based on Oil without volume.
3. Three (3) years of creation based on Oil with volume.
4. 1 (one) Acrylic *Sculpture*.

18 RESPONSIBILITY BETWEEN THE PARTIES.

18.1 *Artist.*

Artist 's responsibility to verify the *Works* created before being sent by certified mail to the physical address that the *Buyer* has provided. For this reason, the *Artist* undertakes to record a *Video* at the time he delivers the *Work* to the *Certified Mail Company*, where he shows the state of the *Work* and the packaging made by the company's collaborators or by the *Artist*, continuously, directly and without cuts or edits. At the time the *Artist* signs the shipment with the aforementioned company, he/she agrees to send the *Video* via email to the *Buyer*.

* *The Artist informs that his responsibility regarding what was agreed between the Parties through the Purchase and Sale Contract, or a Verbal Contract, culminates at that moment.*

The responsibility that the *Artist* acquires with the *Buyer* is established until the moment in which the *First* delivers the *Work* to the *Certified Mail Company* for shipping.



18.2 Buyer.

The *Buyer* agrees to read the *Terms and Conditions* and the recommendations made by the *Artist* for the care of the *Works* in the different *Techniques*.

Also, you agree to pay the *Shipping Costs* by certified mail and the *Risk Insurance* for damage, loss or other possible damages during the transportation of the *Work* to its destination. Based on this, the *Artist is exempt* from damages caused after delivering the *Work* for the respective shipment with the *Certified Mail Company*, receipt and unpacking of the *Work* by the *Buyer and/or Third Parties*. *Risk Insurance* is optional for *Photographs and Videos*. It is clarified that the *Artist's* responsibility is established up to this point, which is why he strongly suggests to the *Buyer the payment of Risk Insurance*.

Likewise, you undertake to transport the *Work* delicately and keep it in an appropriate place for its conservation, out of the reach of children, young people and third parties in general, as well as animals and objects that may come into contact with it. them, affect their composition or may be partially or completely destroyed.

The *Artist* recommends that the *Buyer* prohibit the *Works* from being touched or manipulated by people other than himself, during and after the moment of moving the *Work* to the place where it will remain, due to the possibility of alterations in its composition and/or damage. to the elements. High delicacy must be used to transport the *Work*, with greater emphasis on the *Acrylic material* in the *Sculptures* and *Oil* in the *Works* with high volume.

19 SALES METHODOLOGY.

The *Artist* informs the *Buyers* that the *Sales Methodology* will be based on the "*Purchase and Sale*" modality established by means of a *Contract* made in writing (whether physical or digital), signed and notarized, which describes the data that the *Buyer* provides, as well as the guarantees that the *Artist* establishes for greater transparency between the *Parties*. This, to *Acquire Pictorial Works, Sculptures and/or Videos* described on the "Home" and/or "Acquire" *Pages* of the *Website*. Please inform that some *Photographs* may require a *Purchase and Sale Contract*, depending on the agreed financial amount.

Clarifies that it is not necessary to acquire a *Work of Art* through a *Written and/or Notarized Sales Contract*, the Acquisition can be made through a *Verbal Contract* agreed between the *Buyer and the Artist*, or through an email sent to the *Artist*. for the Acquisition of any *Work*, without this requiring an *Established Contract*. The above applies to all paragraphs in which the *Sales Methodology is referred to* in these *Terms and Conditions*.



Jacob Corbet Art

Escultura en Pintura

Buyers can make a *Direct Purchase from the Website*, « Acquire » page This, for the creation of a *Pictorial Work, Sculpture, and/or Video*. There, the information requested by the *Artist is described* and is set out at the end of the *Page*, then send to email: jacobcorbetart@gmail.com.

Also, to *Acquire the Photographs*, the *Buyer* can request that the *Photograph* of their choice be entered into the NFT platform: *OpenSea*. The *Artist* has created an account on this platform to obtain greater security in the transaction of the *Photography*.

You can access the *Artist's* account in Opensea through the following link:

- <https://opensea.io/jacobcorbetart>

To learn more about the *OpenSea* platform, and the advantages of acquiring an image as an NFT, you can access the following link:

- <https://www.finect.com/usuario/vanesamatesanz/articulos/que-opensea-como-comprar-nfts>

The *Artist* reserves the right to create 1 unique *Work* for each *Buyer*. This in order to open the possibility for *Third Parties* to *Acquire* a *Work* according to the estimated creation time, which can vary between 1 and 365 business days or more, depending on the materials and techniques in a lesser or greater degree of volume and what established in the *Delivery and Guarantee Times* for each *Technique*. See section 24 – *Returns* –.

The *Buyer* can transfer the economic amount through the company *PayPal Holdings, Inc.*, before making the *Purchase and Sale Contract* or establishing a *Verbal Contract*, this has the security of being covered with the Retention of Funds for up to 21 days. After sending proof of transfer and the information requested by the *Artist*, the *Purchase and Sale Contract* will be made if required by the *Buyer and/or the Artist*. Also, the *Buyer* can send the information requested by the *Artist* to first create the *Purchase and Sale Contract*.

After receiving the information, the *Buyer* can expressly request in writing, and sent to the email: jacobcorbetart@gmail.com, that the *Artist* establishes a *Purchase and Sale Contract*, this can be sent to the selected software company to celebrate digital contracts., or it will be sent directly to the *Buyer* without requiring intermediaries for its successful celebration. The *Buyer* has a maximum period of 30 business days to sign said contract and return it to the *Artist 's email*. After this, the *Buyer* undertakes to transfer the agreed financial amount within a maximum period of 8 business days.



The *Buyer* has the right to request an extension to sign the contract and/or transfer the agreed financial amount up to a maximum of 30 more days. After this date, and based on the assumption that the *Buyer* does not make the statement effective, the *Artist* assumes that he/she is not continuing with the process of acquiring the *Work*. It is at this point where the *Condition comes into effect. Suspensive*, which determines: "*The obligation is not enforceable while the conditions are not met or, in other words, while the conditions remain pending.*" Subsequently, the *Artist* opens the possibility for offers made by *Third Parties* who have requested the creation of any *Work*. See section 21.1 – *Relationship of the Artist with Digital Contract Companies* –.

At the moment the *Buyer* establishes a *Written or Verbal Contract*, regardless of the payment method selected, he/she accepts the *Terms and Conditions*, placing greater emphasis on the information provided by the *Artist* in the *Guarantee* for each *Technique*. See section 24 – *Returns* –, and the *Privacy Policies*.

20 SALES MODALITY.

The *Buyer* can select the *Modality* for the creation of the *Pictorial Work in Oil and Oil Pastel, as well as the Sculpture*.

1. *Based in the Choice of the Buyer.*

The *Buyer* agrees to send between 1 (one) and 3 (three) *Photographs* or more, along with the information that the *Artist* requests and send it to the email jacobcorbetart@gmail.com. 1 (one) will be selected by mutual agreement for its creation. See section 7 – *Information that the Artist discloses about his Works* –.

* *The creation of Sculptures based on the series: Lines in Spaces of Time is exempt from this.*

2. *The Buyer allows the Free Choice and Expression of the Artist.*

In the event that the *Buyer* does not like the *Work received*, the *Artist* is exempt from the partial or total return of the economic amount and/or from making changes to the *Work* or, an exchange for another *Work* different from the options that the *Artist* has ready to be *Acquired* and that are published on the *Website* or outside it. Under this assumption, the *Buyer* accepts the creation of the *Work* agreed upon between the *Parties* from the moment he signs the *Purchase and Sale Contract* or establishes a *Verbal Contract*, and undertakes to accept the decision on the composition, colors and tones, light, the atmosphere, the colored poultices, the background, the texture, the space, the volume and other physical and visual aspects that are part of its composition.



The *Artist* informs that he does not make copies of existing *Works* of other Artists, including *Works* made by himself, or similar ones. Likewise, it does not create *Works* based on images that the *Buyer* has selected from the Internet or other visual media outside of it. Therefore, the *Buyer* undertakes to certify the authenticity and authorship of the *Photograph* (s) by means of a statement to the email jacobcorbetart@gmail.com. Which is described in section 6 of the Information to be sent by email at the end of the "Acquire" Page on the Website.

The *Buyer*, at the time of making a financial offer to the email jacobcorbetart@gmail.com, confirms that he has read and accepts the *Terms and Conditions*, with greater emphasis on the desired *technique*, *guarantees and returns*.

21 SELECTION METHOD.

The *Artist* informs that, in the case of two *Buyers* at the same time, whether in writing, verbal or virtual, the selection method will be based on the choice of the *Buyer* who first requests the creation of the *Work*; This will be followed by the one who presents the highest economic offer to begin the *Work*, and then the *Work* of the next *Buyer will be carried out*; thus for each of the artistic expressions *Oil, Oil Pastel, Sculpture and Video*, and which are found on the "Acquire" Page of the Website or outside of it.

After this, and to have the information that will be included in the *Purchase and Sale Contract*, the *Artist* undertakes to send to the email of the selected *Buyer* the information stated in section 22.3 – *Information to be sent by the Artist* –. This is to know the *Buyer's personal information*, physical address for reception, technical specifications of the *Work*, payment method and others that the *Artist* requests. It also serves to confirm the offer made by the *Buyer* before accepting the proposal, and then make any suggestions on their part.

After this, the *Artist* will send an email to the second, third and other *Buyers* interested in each of the techniques listed and who have sent their offer at the same time, to inform them of the possibility of creating the *Work* they want and that a once it has been carried out successfully and/or between the drying times of the *Work* agreed with the first *Buyer*. Subject to what is stated in section 16.5 – *Artist's Commitment to the Contracts* –.

The *Buyer* accepts what is stated at the time of signing the *Purchase and Sale Contract* or establishing a *Verbal Contract*, and after this, transfer the economic amount by the payment method agreed upon between the *Parties*.



21.1 Artist 's Relationship with Digital Contract Companies.

The *Artist* informs that he may establish a contractual relationship with a *Software Company* specialized in the execution of *Digital Contracts*, which allows legitimizing the transaction between the *Parties*, as well as verifying the transparency in the stated content and the legality of the signatures recorded. among other possibilities. This must be adjusted to the global needs for entering into contracts regardless of the country of residence of the *Parties*.

After selecting the company, according to the specific requirements of the contract, the *Artist* sends the *Buyer* the necessary information so that he can verify the legitimacy, among other information that he believes necessary and by the means that are pertinent, and thus guarantee his rights. This could be carried out to celebrate the acquisition of any *Work* by the *Artist*. Some *photographs* are exempt.

22 SALES INFORMATION LINE.

22.1 Opening publication on the Website and Social Networks.

The call is created by the *Artist* with a direct publication on the « *Home* » and/or « *Acquire*» *Page* on the *Website*, as well as on *Social Networks: Instagram, Twitter «X», Facebook* or any other possible, with the intention of receiving economic proposals from *Users who wish to acquire* the creation or acquisition of a *Work*. It will be issued in writing or through an image that may contain text included. Thus, *Buyers* will have the opening information for the creation of 1 (One) *Work*, be it *Pictorial, Sculpture, Photographic and/or Video* or the purchase of an *Experimental Photography or Photographic Art*.

22.2 Information to be sent by the Buyer.

The *Buyer* has the possibility, if he wishes based on generating a commitment to the *Artist*, to first transfer the economic amount through the company *PayPal Holdings, Inc.*, attach the transfer certificate, and send the information to the email at jecobcorbetart@gmail.com, requesting the creation of a *Work Pictorial* and/or *Sculpture* and/or the acquisition of a *Photography and/or Video*. In the email you must provide the information requested by the *Artist* for the creation of the *Purchase and Sale Contract*. This information is detailed at the end of the "Acquire" *Page* on the *Website*, or see sections 22.3 and 22.4, below.



22.3 **Information to be sent by the Artist.**

The *Artist responds to the Buyer 's* email describing the following information; The *Buyer* must fill out each numeral and return it to the *Artist 's email*.

** To Acquire a Photograph and/or Video, you only have to fill out numbers 1, 2, 3, 4, 5, 10, 11 and 12, and include the title of the Photograph. Write the Title and the name of the Series, Attach proof of payment.*

Affair: Ex: Acquire Work ... (Pictorial, Sculpture, Photography, Video).

1. Full name and surname.
2. Identification number.
3. Citizenship.
4. 2 contact numbers, cell phone.
5. Physical address for reception of the *Work*.
6. Selected mode:
 - Free Choice and Expression of the *Artist*,
 - or attach 1 or more *Photographs* that you want for the creation of the *Work Pictorial*.

** In the case of attaching photographs, the Buyer certifies that the photographs have been captured by him or by a person who authorizes the creation of that image in the selected technique and who owns the rights for reproduction and public communication. The Artist is exempt from all liability in the event that the Buyer fails to comply with this statement.*

** Excludes the Sculpture that will be based on the series: Lines in Spaces of Time, and the Photographs that are selected from the series that the Buyer sees on the "Acquire" Page of the Website.*
7. Technique: Oil, Oil Pastel, Sculpture, Photography and/or Video.
 - * See section 7 – Information that the Artist discloses about his Works –.*
8. Dimensions.
 - * See the dimensions established by the Artist for each Technique.*
9. For the Sculptures: Suggested materials.
 - * See materials and dimensions established by the Artist for this Technique.*
10. Payment method proposed by the *Buyer*.
 - * See section 23 – Payment Methods –*
11. Economic offer equivalent to American Dollars.
 - * The Artist reserves the right to accept the offer made by the Buyer if it does not meet their expectations. Likewise, the Buyer is informed that sending this email does not imply acceptance on their part for the creation of the proposed Work. This must equal or exceed the base economic amount established by the Artist.*
12. Authorizes or not the *Artist* to publish the *Photograph* of the *Work* on the *Website* and/or social networks.



This information is stated at the end of the " *Acquire*" Page, so that *Users* can fill it out when making a request for the creation of a *Work* or the acquisition of a *Photograph*.

The *Artist* informs that, in the event of discovering that the *Photograph* (s) and/or images sent by the *Buyer* on which the creation of the *Work* agreed upon between the *Parties will be based* , are sent without prior authorization and express of the owner of the right, or if it is a plagiarism of a *Work* by another *Artist* by existing means, or any other possibility of artistic or non-artistic expression, or are extracted from any written media such as magazines, newspapers, websites, among others. , and as stated above, you could receive penalties and/or fines, which you can consult at the following link:

Published: 2000, July 4

http://www.cerlalc.org/derechoenlinea/dar/leyes_reglamentos/Colombia/Ley_599.htm

Law 599 of 2000 – Penal Code
Second Book
Special Part of Particular Crimes
National Constitution of Colombia
Title VIII Crimes Against Copyright
All Single Chapter

Artist is exempt from all present and future responsibility, whatever its nature, and in accordance with the provisions of the current *Regulations and Laws*, regardless of the country of residence, for the creation of any *Work* based on a *Photograph* sent by the *Buyer* and that without prior knowledge of the *Artist* may be plagiarism.

22.4 *Documentation to be filled out.*

The *Artist*, after carrying out the pertinent investigations, respond to the email sent by the *Buyer* with the following documents:

1. *Purchase and Sale Contract.* If the *Buyer* and/or the *Artist* request it.
* *This document is private and should only remain between the Parties.*
2. *Document informative.* To make the economic transfer.
* *This document is private and should only remain between the Parties.*
3. *Document: Terms and Conditions.*
4. *Other,* banking or not, necessary to celebrate the *Purchase and Sale Contract.*



The *Buyer* has a period of no more than 30 business days to complete the documents and send them to the *Artist*'s email, or inform the *Digital Contract Software Company*, according to company protocols. After this, you have a period of no more than 8 days to make the financial transfer and thus make the contract effective and begin the creation of the agreed *Work*. It also applies to the sale of *Photographs* that require a *Purchase and Sale Contract* as established by the *Legal Regulations* and the economic amount agreed between the *Parties*.

* The *Buyer* has the right to request an extension to sign the contract and/or transfer the agreed financial amount, no more than 30 business days before accepting a new contract for the creation of a *Work*.

23 PAYMENT METHODS.

The *Artist* informs that the *Representative Market Rate (TRM)* is adjusted on the same day on which the transfer of the economic amount agreed between the *Parties* is made, in its equivalent in *American Dollars (USD)*.

Below is information on the means of payment proposed to carry out the economic transaction agreed between the *Parties*:

1. Electronic Transfer.
2. Bank Transfer – Debit or Credit.
3. Paypal.

* The company *PayPal Holdings, Inc.*, establishes the *Withholding of Funds*, as a measure that the payment platform takes with users who have accounts used to collect products and services they provide, which allows them to guarantee the balance for returns in case if any dispute is established by the *Buyer*, for up to 21 days.

4. Digital Currency: Ethereum, Bitcoin.
5. Other, suggested by the *Buyer*.

* The *Artist* reserves the right to accept the *Payment Method* suggested by the *Buyer*, according to the understanding of the transactional security of the economic amount agreed upon between the *Parties* and in accordance with the provisions of the Law.

Artist is exempt from all responsibility for electrical failures, failures in the operating systems, whether banking or other, the incorrect typing of the numbers related to the transfer of the agreed economic amount, among others possible due to the nature of the service, regardless of the means. selected by mutual agreement between the *Parties*, and which are external to them. Also, those that may cause the misplacement or loss, partial or total, of the agreed economic amount and/or that affect the collection of funds by the different established means are exempt. It is the *Buyer*'s responsibility to correctly verify the data entered at the time of generating the economic transfer.



24 RETURNS.

The *Artist* informs that he complies with the provisions of *Law 1480 of 2011, Congress of Colombia*, in its *Chapter 5 – "On sales that use non-traditional or distance methods" –*, Article 47.

- <https://www.funcionpublica.gov.co/eva/gestornormativo/norma.php?i=44306>

Therefore, the *Artist* informs the *Buyer* that it does not refund the economic amount transferred under any circumstances. This, in accordance with the detailed information that the *Artist* provides in the *Terms and Conditions*, greater emphasis on what is established in the *Guarantees* for each *Technique* – and based on the assumption that the *Buyer* makes the offer freely and with full knowledge of these. *Terms and Conditions*.

The *Buyer* must keep in mind that the *Works* offered on the *Website* are subject to possible changes due to natural wear and tear over time, direct exposure to sunlight, humidity, high and low temperatures, among other possible conditions depending on their nature. For this reason, the *Artist* is exempt from making improvements or changes to the *Work* affected by others offered on the *Website*, or from making a refund of the total or partial economic amount agreed between the *Parties*. See *section 16.1 – Informative. Natural Deterioration due to the Passage of Time* – and to the *Recommendations for the Care of the Works established for each Technique*.

The *Artist* informs the *Buyer* that the visual perception of the *Photographs* captured by the *Artist* of the *Works*, and which are then sent to the *Buyer*'s email, may vary depending on the *Buyer*'s vision and the technological means used for their capture. and observation. This is based on the visual difference that an image has when viewed from a technological tool, be it a computer, PC, laptop, tablet, camera, cell phone or others, and the visual difference generated by the physical *Work*. Based on this, the *Artist* is exempt from changing the *Work*, from making any modification to it or from making a partial or total refund of the financial amount.

The *Artist* mentions that it is not responsible for situations, contexts and other possible situations outside of what is established in these *Terms and Conditions*.

25 IMPORTANT NOTES TO BE TAKEN INTO ACCOUNT BY THE BUYER.



The *Artist* reserves the right to accept a new offer from the selected *Buyer* for the creation of a second *Work. Pictorial* or other, consecutive to the agreed. This may be possible after reaching an economic agreement between the *Parties* and would be carried out on Saturdays if there are *Works* contracted by *Third Parties*. It is reported that the value may vary according to economic offers made by other *Buyers*.

The *Artist* reserves the right to suspend the creative process of the *Work* signed between the *Parties* under the following assumptions:

1. If the opportunity arises to exhibit the *Works from the Artist 's « Private Collection »* in Museums, Galleries or Other spaces, whether locally, nationally or internationally. The *Artist* will determine the suspension time according to commitments made with the *Curator*. See section 18 – Exhibitions –.

* *The Artist reserves the right to make progress on the Work agreed upon between the Parties during the exhibition time according to the commitments made.*

2. Family and/or personal commitments that require the presence of the *Artist*.

3. Other possible events that require the participation of the *Artist* at the time. This is based on physical and mental well-being, among others.

The *Artist* informs that the extra time that the *Buyer* must wait for receipt of the *Work*, based on what is stated here, may not exceed 500 business days from the signing of the Contract. This, for *Works* with high volume content in *Oil*, in *Sculpture* and/or the successful creation of *Video*. Likewise, it informs that the agreed *Work* will not have an extra cost. The *Buyer* accepts and undertakes to wait the relevant time for the correct completion of the *Work* and subsequent delivery to his or her home.

The *Artist* expresses his commitment to the *Buyer* to dedicate the relevant and necessary time for the optimal creation of the agreed *Work* and which have been stated in section 7.3 - *Activity time established for the creation of the Work* -.

Also, inform the *Buyer* of any *Work* that it will publish the *Photograph* captured once it is finished and upload it to the "*Purchased Works*" *Page* on the *Website*, *Social Networks* and/or *outside of these*. The above, with the purpose of generating a historical record. The *Buyer* has the right to deny the *Artist* the aforementioned publication and must inform his decision at the time he sends the creation or acquisition request to the email jacobcorbetart@gmail.com.



26 EXHIBITIONS.

The *Artist* informs that all the *Works* in his "*Private Collection*" cannot be *Acquired*. They will be visible on the *Website* – *Except for some selected Works* –. Likewise, it informs the *Curator* that it is not necessary to offer a financial amount to hold an *Exhibition* of the "*Private Collection*", and clarifies that each of the requirements stated below must be kept in mind.

The *Works* _ of the « *Collection Private* » HE finds available for exhibition anywhere in the world. This, prior to an agreement agreed between the *Curator* and the *Artist*. The safety of the selected *Works* must be taken into account with *agreed guarantees for packaging, air and/or land transportation, risk insurance, exhibition time and subsequent packaging for their return to the destination selected by the Artist*. Based on the above, it is clarified that the *Works Acquired* by the *Buyers* and that may be exhibited on the *Website* are not included. Under the assumption of requiring to include a *Work Purchased* by a *Buyer*, the *Artist* undertakes to establish a dialogue with the *Buyer* and consider the possibility of providing the *Work* as part of the *Exhibition*. Subject to prior consent of the *Buyer*. The expenses that may be incurred for the packaging, shipping and return of the *Work* are covered by the *Curator*.

* Important:

The *Artist* informs that the *Curator* must consider the possibility of traveling with the selected *Works* in the same transport, be it air and/or land. Also, it must be present in the different places where the *Works are exhibited*, as well as during their mobilization to any place, whether agreed or not. If this is not possible, the right is reserved to accept the proposed *Exhibition*.

In the event that the selected *Airline and/or Land Transportation company* rejects the statement, the possibility must be found to resolve said setback, or hire another transportation company that endorses the statement. The *Artist* is exempt from the responsibility to cancel the resulting *Exhibition* for the aforementioned reason. The *Curator* accepts the statement at the time the "*Exhibition Contract*" is signed. Based on the above, the *Artist* informs that the *expenses generated by packaging, air and/or land transportation, insurance contracted for the selected Works; As well as the Artist, lodging and food (breakfast, lunch and dinner)*, will be the responsibility of the *Curator* during the agreed time. If possible, the *Artist* will cover these expenses.

The *Artist* informs that, if he is present at the time when the *Curator* wishes to move the *Works* to other exhibition venues, within and outside of what is established in the "*Exhibition Contract*", prior authorization must be requested in writing and signed by the *Artist*. Likewise, he informs that he must always be present during the packaging and unpacking



of each of the *Works*, as well as when they are placed in the corresponding places. If the Artist is not present, it must be requested in writing and signed by the Curator. The latter must wait for the artist's response and send it to his office.

26.1 Responsibility of the Curator to Hold an Exhibition.

The *Curator* must guarantee the physical security of the *Works* through a *Risk Insurance company*, or the *Certified Mail Company* selected by him or the *Artist* for transportation; This must protect the *Works* at all times.

They must also guarantee the payment of insurance according to the nature of the *Exhibition* and others if any, from the initial packaging to the final unpacking after the *Works are sent* to the physical address that the *Artist* selects. This is why risk insurance must be agreed upon for possible existing reasons, and one undertakes to be responsible under the assumption of possible damage caused to the selected *Works*, either at the time of packaging or unpacking them, when handling each of them under the assumption of trips, falls, damages and others that compromise the safety of the *Works*; for the misplacement, theft or loss of any of the *Works*, due to mistreatment or neglect, among all possible events that may occur during the transportation from the *Artist's residence*, during the exhibition time and the return transportation.

Works are located and the *Exhibition* site, and other possible times that may arise depending on the nature of the statement must be taken into account. The *Artist* is exempt for non-compliance with the date established by the *Curator*, under the assumption of miscalculating the estimated times, whether by the Museum, Gallery or Others, and that it was not established correctly to successfully and safely carry out both the packaging, as well as transportation, unpacking and prior assembly. The *Curator* must be aware of these times and thus comply with what is established for the inaugural opening of the *Exhibition*.

26.2 Information to be sent by the Curator.

The *Curator* must send a request to the email: jacobcorbetart@gmail.com, stating the following information:

Affair: *Ex. Invitation to Expose in ...* ("name" of the *Museum, Gallery, or other*), Country and City.

1. Full name of the *Entity*.
2. Legal identification number.
3. Physical address for reception of the *Works*.



4. 2 contact numbers, cell phone.
5. *Modality: Free Choice of the Works by the Artist or*, attach the information of the *Works* they want for the *Exhibition*.
6. Document signed by the *Curator* with the proposal to hold the *Exhibition* that includes information such as: methodology, duration, company that will transport the *Works to and from the destination*, specify the terms established by the *Risk Insurer* , the security that the *Works will have* as well as the *Artist*, and the acceptance of the *Terms and Conditions* established on the *Website among other required* .
7. Information about the opening protocol during *Exhibition time*.
8. If there is financial compensation:
 - *Economic Offer* in American Dollars (USD).
 - Payment method proposed by the *Curator*.
9. Authorization to publish the information, *Photographs* and/or *Videos* captured during the *Exhibition* on the *Website* and *Social Networks* or outside of these.
10. Other documents and/or information that are necessary to carry out the *Exhibition*.
11. State the information that the *Artist* must send to the *Curator*, as well as the relevant documents.

* *The Artist informs the Curator that sending this email does not imply acceptance on his part to carry out the Exhibition.*

27 ACCEPTANCE OF *TERMS AND CONDITIONS*, *PRIVACY POLICIES*, *COOKIES* AND *NOTIFICATIONS*.

The use of the functionalities included in the *Website* by the *Users* implies acceptance of the *Terms and Conditions*, *Privacy Policies*, *Cookies* or other existing ones. If any *User* disagrees with any of the elements contained in the statement, they must stop using the *Website* or cancel the subscription service provided by them, if there is one.

The *Artist* may make updates and changes to the *Terms and Conditions*, the *Privacy Policies* and/or *Cookies*, or others, both in its appearance and in its characteristics, and these may be changed or modified to the extent that new ones are developed. functions or typologies and the conditions of access at any time, without this implying any additional commitment to



those established by the *Artist* nor alleging any type of damage. In the event that the *Users* continue to use the services provided by the *Website* or remain registered as a *User* and/or *Subscriber* after the modification of these *Terms and Conditions*, the *Privacy and/or Cookies Policies* or others, it will be understood that they have accepted said modifications. Also, in the event that a *User* does not agree with the modifications made to the stated documents, they may send a message to the email jacobcorbet@gmail.com mentioning their disagreement and stating any suggestions they wish. These modifications will be established upon acceptance by the *Artist*.

The *Artist* will publish the updates and modifications made to the *Terms and Conditions*, *Privacy Policies*, *Cookies* or other existing ones, through a direct message on the " *Home*" *Page* on the *Website* for the immediate knowledge of the *Users*.

28 APPLICABLE LAW AND JURISDICTION.

The *Terms and Conditions* and *Privacy Policies* will be governed and interpreted in accordance with *International Arbitration* as a simple, effective and voluntary extrajudicial means between *Buyers*, *Curators* and/or *Users*, who reach an agreement to determine:

- Which arbitration body are they going to go to?
- what will be the court and its headquarters,
- how many judges are going to compose it,
- And even what the rules of the procedure will be.

The *Artist* informs that, prior to reaching this *Arbitration*, the *Buyers*, the *Curator* and/or the *User*, must have attempted to resolve the conflict, either verbally or in writing and leaving a record of this procedure through a prior writing.

In the event that the *Buyers*, the *Curator* and/or the *User* have not been able to reach an agreement, the possibility of being governed by the applicable *Laws* in the *Republic of Colombia* may be considered. The *Buyer*, *Curator* or *User* and the *Artist* agree that any related dispute will be settled by the competent courts, tribunals or tribunals of the *Republic of Colombia*, and hereby renounce any other jurisdiction that may correspond to them for any reason, including their domicile.



29 COMMERCIAL USE OF WEB CONTENT BY USERS, BUYERS, CURATORS AND/OR SUBSCRIBERS.

The *Artist* informs that the *Written, Pictorial, Sculptural, Photographic and Graphic Video* content, as well as the information provided, the designs and others that are part of the *Website and its Social Networks*, cannot be used under any terms for advertising or other purposes. type of actions that generate profit or not, without prior written authorization signed by the *Artist*.

30 DIPSQR.

Any concern, request, suggestion, complaint or claim can be communicated to the email: jacobcorbet@gmail.com, specifying the matter in detail. This, in order to speed up your request. The *Artist* has a period of no more than 30 business days to respond effectively to any request of this nature.

This Version 2.0. is due to the change in the established *Sales Methodology from Auctions to Direct Purchase and sale of NFTs*. Also, to multiple modifications in the context of some paragraphs, creation and exclusion of others. This, for a better understanding of the *Artist's intentions*.

Created, written and edited by:
Jacob Corbet
2023

It has the review of a Law Firm from the city of Medellín - Colombia

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