

Artisant Terms and Conditions

General information

Artisant (“we”, “us”, “Company”) is a platform registered at <https://artisan.io> (“Website”, “Platform”) which provides services of presenting, buying, selling of wearable art as Non-fungible tokens (NFT).

These Terms and Conditions (“Terms”) are established by the Company to govern the Platform and relations between the Company and Website users. Users are obliged to familiarize and accept the Terms before using the Website. By engaging in or undertaking any of the services provided by the Website, users will be deemed to have accepted the Terms. In case of any questions about the Terms, you may contact the company via go@replicant.fashion.

User - any individual or entity that engages in or undertaking any of the services provided by the Website.

Wearable art - digital garments, graphic images and/or files of clothing available for purchase on the Website.

Ethereum based marketplace

All transactions on the Platform are based on the Ethereum cryptocurrency (ETH). It is only possible to interact with the Platform via Ethereum electronic wallet, which is connected and unlocked through a MetaMask account. MetaMask is an electronic wallet, which allows you to purchase, store, and engage in transactions using ETH.

The Platform is operating on the Ethereum blockchain using specially-developed smart contracts. Transactions that take place on the Platform are managed and confirmed via the Ethereum blockchain. The User understands that their Ethereum public address is made publicly visible whenever they engage in a transaction on the Platform. The Company neither own nor control the Ethereum network, MetaMask or any other third party service or product that might be required to access or engage with the services provided by the Platform. The Company will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

Wearable art items

Artwork (“digital garments”, “graphic images”, “works”, “files”) on the Platform is represented by a unique cryptographic token exclusively Minted by the User. Each item (“Non-fungible token(s)”, or “NFT(s)”) is Minted by a User using the Platform smart contracts based on a User’s original Works. NFTs are stored and tracked on the Ethereum blockchain, providing the User, who purchase an item via engaging in the transaction accordingly, with a permanent record of authenticity and ownership.

Fees and commissions, sales price

Every transaction on the Platform is subject to fees and commissions collected in favour of the User, which represents their items on the Platform for sale, and in favour of the Platform. All fees are collected and distributed at the time of the purchase by operation of the smart contracts.

The User, which represents their items on the Platform for sale, receives 85% of the total sale price of the item. After tokens got minted, they automatically become available for initial sale with the set sale price. At the initial sale the Platform collects 15% of the total sale price as a commission and the rest 85% goes to the User, who represents the items on the Platform. Once an item listed on a secondary market for re-sale and in the event of re-sale transaction the commission breakdown goes as follows: 85% of the price is collected by the owner, 10% of the price is collected by the User, who initially represented the item for sale (Creator, Artist) as royalty, 5% is collected by the Platform as commission.

The sale price for each item is defined by the User, who represents it on the Platform for sale, and nominated in ETH.

Failure to abide by these Terms may result in, without limitation, suspension or deletion of the User's account, revocation of the User's minting privileges and other permissions to the smart contracts or Platform, delisting the User's items on the Website.

The User agrees and understands that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the smart contracts on the Ethereum blockchain network. By transacting on the Platform and by using the smart contracts, the User acknowledges, consents to, and accepts all automated fees, commissions, and royalties for the sale of items on the Platform. The User consents to and agrees to be bound by the smart contracts' execution and distribution of the fees, commissions, and royalties. Users waive any entitlement to royalties, commissions, or fees paid to another by operation of the smart contracts.

Liability

All transactions on the Platform are based on the smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky. Users acknowledge and agree that the Platform smart contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Ethereum blockchain, which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or items, or lost opportunities to buy or sell the items. The Company assumes no liability or responsibility for any such smart contract or related failures, risks, or uncertainties.

Users hereby acknowledge and assume the risk of initiating, interacting with, participating in transactions on the Platform and take full responsibility and liability for the outcome of any transaction they initiate, whether or not the smart contracts. Users hereby represent that they are knowledgeable, experienced and sophisticated in using blockchain technology and in initiating Ethereum-based transactions.

We reserve the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms and the smart contracts accessible through the Website without any further notice.