

General Terms and Conditions (GTC) of JXMSN LLC (shortly referred to as JokerX) for Independent Art Dealers (IDA)

Contractual Relationship:

1.1 These GTC define the rights and obligations between JXMSN LLC (shortly referred to as JokerX) and the individual independently operating Independent Art Dealer (hereinafter "IDA").

1.2 JokerX grants the IDA the right to promote and mediate JokerX products. However, the actual billing and sale of the products are carried out directly by JokerX.

Business Partnership:

2.1 The business partnership with JokerX is initiated when the Independent Art Dealer (IDA) enters and submits their data through the online portal of JokerX. By this action, the IDA automatically acknowledges these GTC and all other relevant conditions. The confirmation of the partnership by JokerX is automatic and is indicated by the IDA's ability to successfully log into the system. This successful login is considered as JokerX's confirmation of the business partnership.

2.2 IDAs can be individuals, partnerships, or legal entities. The application must specify responsible persons, shareholders, and persons involved in the legal entity.

Independence and Responsibility:

3.1 The IDA acts as an independent entrepreneur, not as an employee or representative of JokerX.

3.2 The IDA independently determines the location, time, and scope of their activities, without instructions from JokerX.

3.3 The IDA bears all business costs themselves and independently fulfills all legal obligations arising from their activities.

Product Distribution and Sponsoring:

4.1 The IDA is authorized to promote JokerX products. However, billing and sales are carried out directly by JokerX.

4.2 The IDA can recruit new IDAs and is responsible for their training and support.

Compensation and Bonuses:

5.1 The IDA receives compensation for successful sales of products and the recruitment of new IDAs, according to the current compensation plan of JokerX.

5.2 The exact terms of compensation are detailed in the compensation plan of JokerX.

Data Protection and Confidentiality:

6.1 Personal data and business information are subject to the data protection regulations of JokerX.

6.2 The IDA commits to keep all confidential information secret and to use it only within the scope of their business activities.

Duration and Termination:

7.1 The business partnership begins with the approval of the application and is set for an indefinite period.

7.2 The IDA can terminate the partnership at any time. JokerX reserves the right to terminate the partnership only for an important reason.

Liability and Indemnification:

8.1 The IDA acts under their own responsibility and is liable for their business activities.

8.2 The IDA indemnifies JokerX from all third-party claims resulting from their business activities.

Changes to the GTC:

9.1 JokerX reserves the right to change these GTC at any time. Changes will be communicated to the IDAs in a timely manner.

9.2 The continuation of business activities by the IDA after changes is considered as acceptance of the new GTC.

Final Provisions:

10.1 If individual provisions of these GTC are ineffective, the effectiveness of the remaining provisions remains unaffected.

10.2 The place of jurisdiction for all disputes arising from or in connection with these GTC is Sharjah, United Arab Emirates.

These GTC constitute the entire agreement between JokerX and the IDA and replace all prior agreements and arrangements, both oral and written.

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