

General Terms of Use of the ART INTERACTIVITIES Platform (GTU)

Effective Date of These Terms: March 19, 2025

Preamble : Welcome to ART INTERACTIVITIES, and thank you for using our Website.

Please read these General Terms of Use ("GTU") carefully as they contain important information regarding your rights, obligations, and legal remedies. By accessing or using the Art Interactivities Platform, you agree to be bound by these Terms and to comply with them. These Terms are accessible and printable at any time via the "GTU" section located at the bottom of the webpage www.artinteractivities.com.

Art Interactivities operates and manages the website www.artinteractivities.com. As a hosting provider, Art Interactivities acts as a mere intermediary and not as a reseller of products offered by the Sellers. Art Interactivities is an online marketplace that connects Artists or Art Professionals with individuals, art collectors, businesses, or institutions. The former may list their artworks or services for sale on the Art Interactivities website so that the latter can discover or purchase the offered works. These works may include artistic events, original artworks, limited edition works, prints, or licenses for the use of an image-protected work.

Transactions conducted via the Service for the purchase of Products are concluded directly between the Buyer and the Seller. Art Interactivities is in no way a reseller of the Products offered by the Sellers through the Service. Therefore, Products purchased through the Service cannot be returned or exchanged by Art Interactivities.

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Preliminary Definitions

To facilitate user comprehension, please refer to the following glossary, which includes terms and expressions referenced in the GTU:

"Buyer": Refers to any natural or legal person, art enthusiast, or collector visiting the Site and using its services to discover or purchase products or services.

"Listings": Refers to publications including cultural items and/or artistic event services and/or works provided by Artists or Art Professionals in the Art Shop and Culture section.

"Art Interactivities": Refers to the company that owns the Site.

"Artists": Refers to any person who has created an artwork or offers an artistic service. Artists listed on the Site may be registered with URSSAF and have a Siren or Siret number. However, these conditions are not mandatory for artists featured on the Art Interactivities online platform.

"Personal Account": Refers to personal data related to a User, including login credentials (email and password), which must be registered to access all features of the Site and Services.

"GTU": Refers to these General Terms of Use of the Site.

"Content": Refers to various types of data, including text, static or animated images, audio data, sounds, videos, graphics, software, computer code, as well as data and emails provided by Interactivities, meaning all content of Art Interactivities and the User's account.

"Art Interactivities Content": Refers to the content we create, including third-party licensed content.

"User Content": Refers to all data submitted, published, or transmitted by the User to our services for use on the Site.

"Member": Refers to any User who voluntarily registers online to access the services of the Art Interactivities site.

"Art Professionals": Refers to any distributor, meaning any natural or legal person engaged in the commercial exploitation of original works as defined by regulations. This includes art galleries and businesses whose activities involve selling original graphic and plastic artworks.

"Site": Refers to the Art Interactivities platform operated by SASU Art Interactivities.

"Electronic Signature": The electronic signature is the equivalent of a handwritten signature. It uses a reliable identification method of its author and ensures its link to the act to which it is attached.

"User": Refers to any natural or legal person present on or visiting the Site and using the services of Art Interactivities.

1. Legal Information

Art Interactivities, SASU, a simplified joint-stock company registered with the Bordeaux Trade and Companies Register under number RCS: Bordeaux B 980 873 855, with its registered office at 5 rue Latour, 33000 Bordeaux, France.

For any claims, Art Interactivities can be contacted at:

Art Interactivities 5 Rue Latour 33000 BORDEAUX contact@artinteractivities.com 06 08 68 92 41

2. Access to the Website and Services 2.1 General Accessibility Information

This website is accessible to any User under the following URL: www.artinteractivities.com, without any purchase obligation.

The site is freely accessible from any location to any User with Internet access. All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) are their responsibility. The User is solely responsible for ensuring the proper functioning of their equipment and Internet access.

Access to the Site is subject to strictly personal use by the User.

2.2 Access to Services

The transaction services of the Site are reserved for any natural person who is of legal age in their country of citizenship and has full legal capacity to commit under these terms. Any individual without such capacity may access the Site's services only with the consent of their legal representative.

For any legal entity, access is permitted only through a natural person with legal capacity and a mandate to contract in the name and on behalf of the entity. The representative must provide their identity, company name, identification number, and email address.

3. Acceptance and Modification of the General Terms of Use

These GTU constitute a legally binding agreement between you and Art Interactivities, governing your access to and use of the Site. The GTU and GTC are accessible at any time at the bottom of the Site under the "GTU" and "GTC" sections.

3.1 Acceptance of the General Terms of Use

Any User of the Site, by accessing, browsing, and using the Services offered on the Site, acknowledges having read and expressly accepts these GTU without reservation or modification of any kind. These GTU are therefore fully enforceable against Users.

When creating their customer account, the User is informed and acknowledges that by clicking the "Sign Up" button on the site, they accept Art Interactivities' automatic recording system regarding the acceptance of the GTU. The Buyer must also check the "acceptance of the GTU" box, which is deemed equivalent to a handwritten signature. In the event of a dispute, the Buyer waives the right to contest this point as this mention has been clearly highlighted in the GTU.

3.2 Modification of the General Terms of Use

Updates to the general terms may be modified at any time and unilaterally by Art Interactivities, particularly in case of legal, jurisprudential, editorial, or technical developments, or changes in Site

services. Users will be informed of any modifications via email to the address provided during registration. Users may also check the GTU on the site at any time. The update date will reflect the changes.

The new general terms supersede previous ones and take immediate effect upon online publication. Continued use of the Site after the modified GTU are published constitutes acceptance of them.

If the User refuses to comply with any part of these GTU, they are invited not to access the marketplace and not to use the Services.

4. Creation and Deletion of a Personal Account

4.1 Creation of a Personal Account

The user's personal account can serve as both a generic buyer/seller account. However, to become a seller, one must be selected by the Art Interactivities Selection Committee. Who are they? Experts with degrees in the art sector and practical and theoretical experience in the field.

Any individual or legal entity can create a Personal Account for free by clicking on "Sign Up."

To create an account, the User must:

- Either complete a registration form provided on the Site. The User must provide all required information. Any incomplete registration will be considered invalid.
- Or transfer their data from a third-party service such as Facebook or Google and, if necessary, complete any missing information. In this case, the User acknowledges and authorizes the use of their data by Art Interactivities.

The User agrees to provide only accurate, complete, and up-to-date information and not to impersonate a third party.

In case of any changes or modifications to the information, the User must inform Art Interactivities immediately via the messaging tool available. Additionally, registration requires acknowledgment and acceptance of the Terms and Conditions (TCU), confirmed by checking a box when the User finalizes the creation of their Personal Account.

The User is solely responsible for managing and maintaining the confidentiality of their authentication credentials (email and password), which are personal and confidential. The User assumes full responsibility for any consequences resulting from the loss, disclosure, or fraudulent or illegal use of their authentication credentials, and Art Interactivities cannot be held liable in any case.

The User agrees to immediately inform Art Interactivities' customer service of any hacking, loss, or disclosure of their authentication credentials and to change them as soon as possible. The User acknowledges that Art Interactivities has the right to take appropriate measures in such cases if necessary.

4.2 Buyer Account

Purchasing a product or service requires creating a Personal Account and fully and expressly accepting the TCU and the General Terms and Conditions of Sale (GTC).

Creating a Personal Account requires a quick registration process, including mandatory details such as name, first name, phone number, email, and password. The User will receive a confirmation email upon successful account creation.

This account allows users to:

- Manage personal data: contact details, email, address, and password.
- Access social features: manage social media shares and view comments.
- Access invoices.
- Access order history.
- Place an order.
- Contact Art Interactivities at contact@artinteractivities.com.

The buyer can delete their personal account and all related data at any time from the account settings section.

All information and data concerning the buyer are managed by Art Interactivities. They are essential for account management and access to services. To access your personal data information, follow this link: www.artinteractivities.com/moncompte/.

4.3 Seller Account

Art Interactivities may request sellers to provide any necessary documents or additional information required to conduct sales and/or services. Sellers agree to provide such documents and information as soon as possible.

4.4 Deletion of a Personal Account

The services are subscribed for an indefinite period.

The User may unsubscribe from the Site at any time, either by sending a request via email to Art Interactivities (contact details provided in Article 1 – Legal Notice) or by accessing the account settings section.

This unsubscription takes effect within **15 (fifteen) days** from the request and results in the automatic and permanent deletion of the User's account.

5. Scope of Services

The Art Interactivities website is a marketplace that allows Buyers, once registered, to access the platform's full range of services. Registered Users can discover the artistic works of our selected Artists and conduct transactions for purchasing artworks and artistic events.

Purchases are **not eligible for exchanges or returns** by Art Interactivities, except under the legal **14-day withdrawal period**.

As a hosting service provider, Art Interactivities acts as an intermediary between buyers and sellers and not as a reseller of the products offered by sellers. The products sold on the Site are shipped by

the sellers and delivered directly to the buyers, under the sole responsibility of the sellers, through our partner carriers (UPS).

Sellers and buyers conducting sales and purchases through the Site must comply with the TCU and the GTC.

5.1 “Art Shop”

The “Art Shop” section on the Art Interactivities website functions as an **online art gallery**, allowing artists to post sales listings for artworks. The Site merely acts as an intermediary; sellers deal directly with buyers, i.e., those purchasing artworks and/or artistic event tickets.

As a website provider, Art Interactivities serves as an intermediary and does **not** own the items listed in sellers’ advertisements.

When artists offer a product or artistic service, they enter into a direct contract with the buyer or collector. Art Interactivities does **not** become a party to any sales or service agreements made between Users. Art Interactivities does **not** act as an agent for any User.

Sales conducted via the Site are subject to the **General Terms and Conditions of Sale**, available on the Site. These must be accepted by Users at the time of each purchase. Art Interactivities' GTC can be accessed via this link: www.artinteractivities.com/cgv/.

5.2 “Culture” – Free Service

Art Interactivities offers **all** users free cultural information and news services in the “Culture” section of the website: www.artinteractivities.com/culture/.

Art Interactivities reserves the right to introduce any additional services it deems useful, in any format and with any features and technical means it considers appropriate.

6. Obligations

6.1 Code of Conduct

All Users agree to maintain a courteous, respectful, and honest attitude towards their contacts and other Users on the digital platform, including when posting comments, public reviews, or private messages.

Specifically, Users of Art Interactivities commit to the following:

- Comply with all applicable laws and regulations on the Site.
- Respect the rights of others, including intellectual property rights and privacy rights.
- Refrain from posting content that is unlawful, vulgar, defamatory, aggressive, offensive, intimidating, malicious, pedophilic, discriminatory, racially or ethnically insulting, or harassing. Users must also avoid encouraging or promoting illegal activities, including violent crimes.
- Avoid excessive or harmful use of the Services.

- Refrain from manually or automatically collecting data from other Users.

6.2 Temporary or Permanent Suspension of Accounts and the Site

If a User fails to comply with the Site's Terms of Use, Art Interactivities **reserves the right** to suspend or revoke access to their account **unilaterally and without prior notice**. Art Interactivities also reserves the right to take **appropriate measures**, including:

- Deleting any content uploaded to the Site deemed inappropriate.
- Reporting any violations to the relevant authorities.
- Taking legal action if necessary.

Art Interactivities does **not** guarantee that the Site will function in all operating environments or that it will be free from **temporary or permanent** interruptions or errors, as the platform is constantly evolving. Art Interactivities will **not** be held responsible for any Site unavailability due to updates or modifications.

For maintenance or other reasons, Art Interactivities reserves the right to temporarily suspend Site access **without prior notice**, and such interruptions do **not** entitle Users to compensation.

7. Intellectual Property

7.1 Legal Protection of Site Information

The Art Interactivities website, along with all its content, whether related to the Art Shop or Culture section, may be fully or partially protected under copyright laws, trademarks, and/or other laws in France and other countries.

The company names, trademarks, and distinctive signs reproduced on the site are protected under trademark and copyright law and are the exclusive property of Art Interactivities. Intellectual property rights ensure that the software, databases, systems, structures, and all content on the site operated by Art Interactivities are protected.

It is strictly prohibited to use, reproduce, adapt, modify, create derivative works, distribute, sell, transfer, publicly display, transmit, broadcast, or otherwise exploit the Art Interactivities site or the content published by users, unless you are the rightful owner of such content.

Art Interactivities respects copyright laws and expects its users to do the same. If you believe any content on the site violates your copyright, please inform us via our contact form.

The content of the site is provided for informational purposes only, with no guarantee of accuracy. Art Interactivities cannot be held responsible for any omission, inaccuracy, or error in the information provided by the seller to the buyer.

If a complaint is related to the description of a product or event listing or to deliveries, it will automatically be directed to the seller, who will bear full and sole responsibility.

7.2 Contractual Protection

The user contractually agrees with Art Interactivities not to use, reproduce, or represent, in whole or in part, the content of the site, whether or not protected by intellectual property rights. Any act carried out illegally and without the consent of Art Interactivities constitutes a violation of the Intellectual Property Code and may result in legal action.

Any full or partial representation, reproduction, translation, adaptation, or transformation of the site's content requires the consent of Art Interactivities or its rightful owners.

7.3 Liability

The Art Interactivities online platform has been created and implemented to function correctly and be accessible for use. However, certain external factors beyond Art Interactivities' control may prevent it from always being available, for which Art Interactivities cannot be held responsible.

The user is solely responsible for their use of the site and agrees to indemnify and/or compensate for any damage or loss that Art Interactivities may suffer if held liable by a third party due to an operation related to the buyer's use of the site.

Force Majeure Affecting the Seller:

Any disruption, limitation, or hindrance to the service due to fire, epidemic, explosion, earthquake, bandwidth fluctuations, failure of an internet service provider, transmission network failure, infrastructure collapse, unauthorized use or fraud involving passwords, codes, or references provided to the client, hacking, security breaches caused by the site's host or developers, flooding, power outage, war, embargo, law, injunction, government demand or requirement, requisition, strike, boycott, or any other event beyond Art Interactivities' reasonable control will exempt Art Interactivities from fulfilling its obligations within the limits of such disruption, limitation, or hindrance.

Buyer's Fault:

Any misuse of the service, negligence, omission, or failure on the buyer's part or that of their agents, non-compliance with Art Interactivities' guidance on the site, unauthorized disclosure or use of passwords, codes, and client references, as well as providing false information or failing to update information in their personal space, will be considered the buyer's fault.

Any technical process, such as bots or automated queries, that contravenes the spirit or letter of these Terms of Use will also be considered a violation.

Data published on the site by the buyer is under their sole responsibility. In this context, Art Interactivities benefits from the legal status of a hosting provider under Article 6-I-2 of the French law for trust in the digital economy (June 21, 2004). Pursuant to paragraph 3 of the same article, Art Interactivities cannot be held civilly or criminally liable for such data unless, upon becoming aware of illegal content, it fails to promptly remove or disable access to such content.

Art Interactivities disclaims any responsibility for sales conducted between buyers and sellers via the Art Interactivities platform, as it remains uninvolved in such transactions. Any complaint regarding product descriptions or deliveries will be redirected to the designated seller, who assumes full and sole responsibility.

8. Personal Data

Information and data concerning you are processed by Art Interactivities. Unless stated otherwise, they are essential for managing your account and providing access to the service. Information necessary for delivery will be shared with the seller solely for this purpose. These data are also retained for security purposes, to comply with legal and regulatory obligations applicable to Art Interactivities, and to allow us to improve and personalize the services we offer and the information we send you.

In accordance with the French Data Protection Act of January 6, 1978, you have the right to object, access, rectify, and delete your personal data under the conditions provided by law. To exercise these rights, you may contact us online via the contact form or by mail using the details specified in Article 1 – Legal Notice, indicating your full name, email, and address.

As required by law, your request must be signed and accompanied by a photocopy of an identity document bearing your signature, specifying the address to which Art Interactivities should send its response. A reply will be sent within a maximum of two months from the date of receipt of the request. Once the necessary verification has been completed, the user's data will be permanently deleted within seven (7) days.

Additionally, certain rights may be exercised directly through your account settings. You can remove the Facebook-Google/Art Interactivities link from your Facebook or Google account settings. If you are not satisfied, you have the right to file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), the regulatory authority responsible for ensuring compliance with data protection laws.

9. International Use

If you are located outside France, you agree to ensure that your access to and use of our services comply with all applicable local, state, national, and international laws and regulations, including those governing the import or export of data, goods, services, or software.

You must not access or use our services if any local, state, national, or international law or regulation prohibits you from receiving products or services from France.

In the event that these general terms and conditions are translated into one or more languages, the French language shall prevail in case of contradiction or dispute regarding the meaning of any term or provision.

10. Cookies and Advertisements

By accepting these Terms of Use, the User acknowledges that during their navigation on the Site, a cookie may be automatically installed on their browser. The User agrees to the use of cookies while

browsing the Site; otherwise, certain features of the Site may be unavailable. These cookies are intended to enable faster and more efficient navigation for the User during their various visits to the Site. If desired, the User can disable or customize cookies through their browser settings when accessing the Site. These cookies are stored on the User's device for a variable duration of up to 13 months and may be read and used by Art Interactivities upon the User's future visits to the Site.

Additionally, the User may receive promotional or advertising offers from our company and our partners, based on the preferences selected when creating or managing their account. If the User no longer wishes to receive such offers, they can request to opt out at any time by updating their preferences in the "My Account" section.

11. Independence of Clauses

If any part of these Terms is found to be unenforceable or void due to a legal provision, court ruling, or for any other reason, the invalid or unenforceable elements shall not affect the validity of the remaining provisions, which shall continue to apply to Users and Members.

12. Duration

The Terms of Use take effect as soon as any User accesses the Site, without the need to create a Personal Account. These Terms apply for the entire duration of the User's use of the Site.

13. Governing Law and Jurisdiction

These Terms of Use are governed by French law. In the event of a dispute, Members agree to seek an amicable resolution before initiating any legal proceedings. The User has the right to resort to a consumer mediator free of charge to settle any dispute concerning the execution of these Terms between them and Art Interactivities, in accordance with Articles L611-1 and subsequent, as well as R152-1 and subsequent, of the French Consumer Code.

For this purpose, they may contact the **National Association of Mediators (ANM)**:

Mailing address: 2 Rue de Colmar, 94300 Vincennes

Website: www.anm-conso.com

Additionally, the European Commission provides European Union consumers with an online dispute resolution platform. Consumers may submit a complaint via:

ec.europa.eu/consumers/odr/main/index.cfm

However, if Art Interactivities and the concerned Members cannot reach an agreement, any dispute shall be settled exclusively by French courts.