

General Terms of Use

Preamble

Artweast.com is a marketplace (Marketplace) published by SAS ARTWEAST with a capital of € 5,000, Paris RCS: 909 964 439, head office: 133 boulevard Sebastopol, 75002 PARIS, France, E-mail: hello@artweast.com,

Artweast publishes on <https://www.artweast.com> (hereinafter the "Site"), a marketplace (hereinafter the Marketplace) allowing major Sellers, after registering on the Site, to enter relationship via Artweast with Buyers registered on the Site to buy original works of art, works in limited series, art reproductions and licenses for the use of image rights offered to a fixed price (hereinafter the "Products").

This Site is accessible to all buyers under the URL <https://www.artweast.com> (hereinafter "Artweast.com").

It is recalled that Artweast in its capacity as host acts as a simple intermediary and is in no way a reseller of the Products offered by the Sellers within the platform.

The majority of Products are shipped and delivered to Buyers by Sellers, under their sole responsibility. Some Products are shipped by Artweast.

1.1 Acceptance and modification of the general conditions of use

The General Terms and Conditions of Use of the Marketplace (hereinafter the "T&Cs") are intended to define the conditions of access and use.

Any use of the Site implies prior, express and unreserved acceptance by the purchaser of the T&Cs. The Buyer is informed and acknowledges that by clicking, when creating his customer account, on the "Register" box preceded by the words "By clicking on Register, you accept the General Conditions of Use", he is bound by all the provisions of the T&Cs.

Ticking the above box will be deemed to have the same value as a handwritten signature from the Buyer. The Buyer acknowledges the proof value of Artweast's automatic registration systems and, except for him to provide proof to the contrary, he waives the right to contest them in the event of a dispute.

Sales made via the Site between Buyers and Sellers are governed by the General Terms and Conditions of Sale (hereinafter the "GTC"), which must also be accepted by the Buyer with each purchase. The T&Cs supplementing the Buyer T&Cs.

Artweast reserves the right, at any time, to refuse access to the Marketplace, unilaterally and without prior notification, to any user who does not comply with these T&Cs.

The Buyer is informed that the Terms of Use of the Site may be modified at any time, unilaterally by Artweast, in particular in the event of changes to its services or in the event of legal, jurisprudential, editorial and/or technical developments.

Artweast undertakes to inform the Buyer of the site of these modifications by e-mail or by means of a special notice displayed on the Buyer's account.

These general conditions are applicable to relations between the parties to the exclusion of all other conditions, and in particular those of the Buyer.

The acceptance of these general conditions supposes on the part of the Buyers that they have the necessary legal capacity for this, or failing that, that they have the authorization of a guardian or curator if they are unable, of their legal representative if they are minors, or that they hold a power of attorney if they are acting on behalf of a legal person.

1.2 Description of the Marketplace service

Transactions carried out on the Artweast Marketplace are carried out directly between the Buyer and the Seller. Artweast is in no way a reseller of the products offered by the sellers through the site. Products purchased via the site cannot be taken back or exchanged by Artweast.

Artweast reserves the right, at any time, to temporarily or permanently refuse access to the Buyer to the Marketplace, to any user who does not comply with these T&Cs.

1.3 Terms and conditions of access to the platform

The site is accessible free of charge to any Buyer at the address "<https://www.artweast.com>", and there is no obligation to purchase. Only the purchase of Products from Sellers is subject to payment under the conditions provided for in the GCS. The Buyer must have internet access and the connection is free (excluding any connection costs depending on the operator).

The Buyer is solely responsible for the proper functioning of his computer equipment and his access to the Internet.

To buy on Artweast the Buyer must be in one of the following cases:

- an adult natural person with capacity to contract
- a moral person. In this case the person representing it must mention his identity, his company name, his identification number, his telephone and his e-mail address.

Access to the site is subject to strictly personal use by the Buyer.

Creation of a personal account:

To purchase products on the Site, the Buyer must create a personal account (hereinafter the "Account"). This Account allows the user to:

- manage personal information (contact details, e-mail address, password)
- access the social functions of the Site (comments, creation of collections, messaging, sharing on social networks, etc.)
- make an order simulation (calculation of delivery costs and the total amount of the Order)
- access their invoices and order information (order tracking number)
- place an order for Products on the site
- contact Artweast customer service

To create his Account, the Buyer must enter a valid email address and a password. He undertakes to keep his password confidential (the user being solely responsible for access to his account using his username and password).

The Buyer undertakes to provide only accurate, complete and up-to-date information and not to usurp the identity of a third party. In the event of a change or modification, the Buyer must inform Artweast without delay via the messaging tool at its disposal.

In the event of loss, misappropriation or fraudulent use of your username and/or password, the Purchaser undertakes to immediately inform customer service.

The Buyer must also comply with the following rules:

- not to harass other users of the Site, not to make slanderous, defamatory, homophobic or racist comments on the Site, and not to make comments that contravene the legal texts or French regulations in force, the rights of persons, order public and of good character.
- not to obtain information about other users either manually or automatically. It is also forbidden to access the personal account of another participant.

Deletion of the Personal Account:

The Buyer may at any time delete his Account and all his data permanently from the settings section of his Account.

Artweast reserves the right, at any time, to refuse access to the Marketplace, and to delete unilaterally and without prior notification, any Buyer who does not comply with these T&Cs in particular, and without this list being exhaustive, by case of false, inaccurate, incomplete or outdated information mentioned by the Buyer or in the case of payment fraud, attempted fraud or any other criminal offence.

Artweast cannot guarantee that the Site works in any operating environment and that it is usable at any time, without any interruption or error, nor that all these errors can be corrected.

As the Site is constantly evolving, it may be subject to temporary or permanent modifications and interruptions without notice. Artweast cannot be held liable in the event of unavailability of the Marketplace due to these modifications and/or interruptions. Artweast reserves the right to temporarily interrupt or modify without notice access to all or part of the site, in particular to ensure its maintenance, or for

any other reason, without the interruption giving rise to any obligation or compensation.

1.4 Personal data

The information and data concerning the Buyer are processed by Artweast. This information is necessary for account management and access to services. Only the information necessary for delivery is transmitted to the Seller.

To access information about your personal data, go to the following link:
<https://www.artweast.com/privacy>

1.5 Intellectual Property

1.5.1. Legal protection of the contents of the Site

The contents of the Site are likely to be protected by copyright and database law. Any representation, reproduction, translation, adaptation or transformation, in whole or in part, carried out illegally and without the consent of Artweast or its successors or assigns constitutes a violation of Books I and III of the Intellectual Property Code and will be likely to give rise to legal proceedings for infringement.

1.5.2. Contractual protection of Site Content

The Buyer undertakes contractually with regard to Artweast not to use, reproduce or represent, in any way whatsoever, the contents of the Site, whether or not they are protected by an intellectual property right, a purpose other than that of their reading by a robot or a browser. This prohibition does not apply to indexing robots whose sole purpose is to scan the content of the Site for indexing purposes.

1.6 Liability

Artweast undertakes to take the care and diligence necessary to supply quality products that comply with the specifications of these General Conditions. Artweast only responds to an obligation of means concerning the services of the Site subject of these presents. Artweast's liability towards the Buyer can only be engaged for facts which would be directly attributable to it and which would cause it damage directly linked to these facts.

Artweast will not be liable in the event of force majeure, fault of the Buyer, or fault of the seller, as defined in this article:

force majeure

or other circumstances beyond the reasonable control of Artweast. In such circumstances, Artweast will be exempted from performing its obligations within the limit of this impediment, this limitation or this disturbance.

Fault of the Buyer

Within the meaning of these GCU, will be considered as a fault of the Buyer opposable to the latter any misuse of the service, fault, negligence, omission or failure on his part or that of his employees, non-respect advice given by Artweast, any unlawful disclosure or use of the client's password, codes and references, as well as the provision of incorrect information or the failure to update such information in his Account. The implementation of any technical process, such as robots, or automatic requests, the implementation of which would contravene the letter or the spirit of these T&Cs, will also be considered as a fault on the part of the Buyer.

The data, in particular comments, published on the Site by the Purchaser are under his own responsibility. In this context, Artweast will benefit from the status of data host within the meaning of article 6-I-2 of the Law for confidence in the digital economy of June 21, 2004. In accordance with paragraph 3 of the same article, Artweast cannot be held civilly or criminally liable for these comments, unless, from the moment it became aware of the illegal activity or information, it acted promptly to remove this information or make access impossible.

The contents of the Site are published for information only, without guarantee of accuracy. Artweast cannot under any circumstances be held responsible for any omission, inaccuracy or any error contained in this information and which would be the cause of direct or indirect damage caused to the Buyer.

Artweast declines all responsibility with regard to sales between Buyers and Sellers via the use of the Artweast.com platform, to which it remains unrelated. Any complaint relating to the information appearing on the description of the products or to the deliveries of the products will be redirected to the designated seller, who will assume full and sole responsibility in this regard.

The supply of Products made to the Buyer's specifications (art prints on demand) are printed as they appear on the screen. Artweast's liability to the Buyer cannot be engaged in the event of a color difference (between the user's screen and the final print), a mark, a truncated signature, a truncated part of the work, or any other marks and/or images visible on the screen and the reproduction of the printed work. It cannot give rise to any compensation or reimbursement.

In the event of the supply of digital content not supplied on a material medium whose execution has begun. The customer automatically waives his right of withdrawal. When validating the order of digital content independent of any material medium before the expiry of the withdrawal period, the Buyer's waiver of the right of withdrawal will be manifested by ticking the box corresponding to the following sentence : "I expressly waive my 14-day right of withdrawal for the Products delivered".

Seller's fault

Artweast provides a presentation and sales service for independent sellers. Sellers are responsible for the description and presentation of the products they put up for sale. These products can be tangible or intangible (original works of art, sale of reproductions, sale of licenses). The sellers guarantee to Artweast that they have all the necessary authorizations and rights concerning the products they put up for

sale. In its capacity as host, Artweast undertakes to act promptly in the event of a content dispute being reported by a third party, however, Artweast cannot under any circumstances be held responsible for any breach or fault of the seller concerning the products offered for sale, in particular concerning their description, their photos, or the

Specificities related to the purchase of digital licenses:

All images offered under license on Artweast are original works of art created by artists, all rights are strictly reserved. It is forbidden to make any modification which would be likely to affect the original work. in its entirety (modification of shapes, distortions, cutting, change of colors, addition of elements, etc.), unless prior written authorization is obtained from the artist. Licenses made available by vendors are placed

Prohibited uses include but are not limited to:

- No Illegal Use: You may not use Content for any pornographic, defamatory, or unlawful purpose, or in violation of any applicable regulations or professional codes.
- All licensed content is the property of the artists providing the content
- No commercial use of editorial content. You may not use content designated as "editorial" for commercial, promotional, editorial, sponsorship, advertising or merchandising purposes.
- Not for use as a standalone file
- No false declaration of authorship
- No "on demand" products

The Buyer is solely responsible for the use he makes of the Site and he undertakes to indemnify and/or compensate for any prejudice or loss that Artweast may suffer in the event that his liability is engaged by a third party because of an operation related to the use of the site by the Buyer.

1.7 Complaints and handling of disputes

These T&Cs are subject to the application of French law.

These T&Cs may be modified at any time by Artweast. The general conditions applicable to Buyers are those in force on the day of their order or their connection to this Site, any new connection to the personal space entailing acceptance, where applicable, of the new general conditions.

For any complaints, please contact customer service at the following address:
<https://artweast.com/contact/>

Under Ordinance No. 2015-1033 of August 20, 2015, any dispute that may arise in the context of the execution of these general conditions and whose solution could not be found beforehand amicably between the parties must be submitted to Medicys: www.medicys.fr

Any dispute relating to this contract or in connection with it will be settled by arbitration in accordance with the rules of the Digital Institute of Arbitration and Mediation: www.fast-arbitrator.com

The European Commission provides consumers in the European Union with an online dispute resolution platform. Consumers can make a complaint: <https://ec.europa.eu/consumers/odr/main/index.cfm>

These terms are likely to be translated into several languages from French. If a difference in meaning or inaccuracy of translation appears, the French version will prevail.