

Terms and Conditions of Sale

Preface

These General Terms and Conditions of Sale (hereinafter referred to as the "GTC") apply in addition to the Buyer TCU, in the case of Buyers, and the Seller TCU, in the case of Sellers, where the terms capitalized in these GTC are defined. Both professional Sellers and individual Sellers are authorized to sell on Artsper. The professional Seller must provide information justifying their professional activity and agrees to comply with applicable legislation regarding the conduct of a commercial activity (notably registration, accounting, social and tax obligations). The supporting documents that will be requested for individual Sellers in case of a sale are: (i) a photocopy of a valid national identity card (front and back) or a valid passport (ii) a bank account statement.

The GTC apply to all sales of Products made through the Service between the Seller and the Buyer. They are intended to govern the relationships between Sellers and Buyers of Products, excluding those between Buyers and MUMART or between Sellers and MUMART. The relationships between Buyers and MUMART are governed by the Buyer TCU. The relationships between Sellers and MUMART are governed by the Seller TCU.

MUMART is not the seller of the Products purchased through the Service; only the Seller, whose name is indicated on the descriptive sheet of each Product, is the contracting party to the Buyer for the purchase of said Products. The Products can therefore neither be returned nor exchanged by MUMART.

Conclusion of the Sales Contract Between the Buyer and the Seller

- The Works are presented on the Site with a description enabling the Buyer to know their essential characteristics and their price.
- The Buyer selects the Work(s) they wish to purchase.
- They confirm their choice of Product(s), review and accept these GTC by clicking to validate. They choose their payment method between a bank card payment or a bank transfer to MUMART's account. If they choose to pay by bank card, they proceed with the payment immediately. If they choose to pay by bank transfer, they should carry out the operation as quickly as possible so that the payment is received within 4 business days

on MUMART's bank account. In the case of a price offer, the buyer cannot pay by bank transfer.

- The Buyer receives an email confirming their order or offer. However, the sales contract concluded between the Buyer and the Seller is subject to the resolutive condition that the Product is available or that their offer is accepted, and that the transfer has been received if the Buyer chose this payment method.
- The Seller is informed by MUMART that one or more of the Works they have posted online has been ordered.
- The Seller agrees to confirm and/or deny the availability or the price offer of the Product(s) ordered by the Buyer within 5 days of receiving the information as outlined in point 5). If the same Product is ordered by several Buyers at the same time, and depending on the availability of this Product (unique work), it will only be sold to the first Buyer who places the order. The order will then be denied for the other Buyers.
- Once the availability of the Product(s) is confirmed or denied and/or the price offer is accepted or declined by the Seller, an email is sent by MUMART to the Buyer to inform them of the availability and the acceptance or rejection of the price offer for the Product(s) ordered.
- In case of confirmation of the availability of the Product(s) and/or acceptance of the price offer by the Seller, the resolutive condition attached to the sales contract concluded between the Buyer and the Seller is lifted; the Seller therefore makes a firm commitment to deliver the Products or make them available in the store within the indicated timeframe. In the absence of confirmation of the availability of the Product(s) within the timeframe mentioned in point 6), or if the transfer is not received by MUMART within 5 business days from the order confirmation date, the contract concluded between the Buyer and the Seller is automatically terminated, and each party is released from its obligations. In particular, the Buyer is assured that their bank account will not be debited.

Price and Payment

The purchase price of the Product is set by the Seller. It is stated inclusive of all taxes in euros, dollars, pounds, or Swiss francs on the descriptive sheet, but excludes delivery charges, which are specified during the validation of the shopping cart. If customs duties, local taxes, or import duties are payable,

these duties are the responsibility of the Buyer and are their sole responsibility, both in terms of declarations and payments to the relevant authorities and/or organizations. It is their responsibility to check with the relevant authorities. The buyer can apply a promotional code offered by Artsper at the time of payment or also pay with a gift card.

Payments for purchases made through the Service can be made by bank card to MUMART, which collects the corresponding amount on behalf of and for the account of the Seller.

The Buyer will only be debited for the price of the purchased Product, along with delivery charges, once the Seller has validated the availability of said Product. In case of unavailability of the Product, the Buyer will not be debited, and their payment will be canceled. In the event of availability validated by the Seller, the Buyer will be debited with a delay of 5 days from the time they confirmed their order.

Payments for purchases made through the Service can also be made by transfer to MUMART's account. The transfer must be made within 5 business days from the date of the order.

Payment Security

MUMART has chosen efficient and rigorous tools in terms of payment security. MUMART has adopted the PayBox System payment solution, a leader in online payments, using the SSL (Secure Socket Layer) encryption method and 3D Secure, the most efficient security systems currently available, which establish a direct encrypted connection between the Buyer and the bank.

MUMART does not have access to the confidential payment information used by the Client during payment. This is why the Client's bank details will be requested for each new order. Indeed, only PayBox holds the confidential information that remains inaccessible to third parties.

Although MUMART uses encrypted security software, the security of information and payments transmitted via the Internet or email cannot be guaranteed. MUMART cannot be held responsible for damages resulting from the use of electronic communication means, including (but not limited to) damages resulting from a transmission failure or delay, interception, or manipulation of electronic communications by third parties or software used for electronic communications and virus transmission.

Shipping or Pickup Options and Fees

- **Shipping by the Seller to the Buyer's Address**

The Buyer can have the Work delivered to their home by notifying this during the order process. The Work is delivered to the address provided by the Buyer at the time of their order. In this case, the Seller, provided they have confirmed the availability of the Work and that MUMART has notified them of the receipt of payment, handles the packaging of the Work and its delivery to a carrier. The transport fees will be accepted by the Buyer at the time of validation of their shopping cart.

Depending on the Buyer's delivery address, different tax rules and other fees may apply. If the Buyer ships products from a partner Seller outside their territory, they may be required to pay import duties upon receiving their products. Neither we nor the partner Sellers can control these fees, and we cannot predict their amount. The Buyer will be responsible for paying these taxes and duties not included.

The Buyer may contact their local customs office for more information before placing their order.

The Seller undertakes to make the Work ordered available to the carrier within the timeframe indicated on the Work's listing, starting from the date of confirmation of the availability of the ordered Product; the Seller thus makes a firm commitment to make the Products available to a carrier within the specified timeframe. The Products are delivered to the address indicated by the Buyer when placing their order and should be delivered no later than 7 business days after the confirmation of the Product's availability with the carrier by the Seller. The timeframe may vary depending on the carrier chosen. It is the sole responsibility of the Buyer to ensure that the information they provide to MUMART for this purpose is and remains correct and allows them to receive the Products they purchase on the Site.

The Seller agrees to send MUMART, which will then transmit to the Buyer, the name of the carrier who took charge of the Product's transport to the Buyer and the parcel number to allow the Buyer to track the status of their order on the carrier's website, provided that the latter offers a tracking service.

In this context, the Products travel at the Seller's risk.

- **Pickup by the Buyer from the Seller**

The Buyer can also collect the Work(s) ordered on the Site directly from the Seller's store.

The Buyer indicates for each Work the delivery method (shipping or pickup from the Seller) they choose during the order validation process on the Site.

In the case of pickup from the Seller, the Buyer will not be required to pay delivery fees.

Once the order has been placed, and subject to the effective availability of the Work and the receipt of the transfer by MUMART if the Buyer chose this payment method, the Seller makes the ordered work available to the Buyer within the timeframe specified in the sales listing and indicated on the Work's listing.

The Seller will notify on their space as soon as the Work is available to the Buyer at the store. The Buyer will then receive an email from MUMART to inform them. The Buyer has 15 days from the receipt of the email mentioned above to collect the Work at the address indicated by the Seller.

The Seller, provided that MUMART has confirmed the receipt of full payment, will hand over the work and the invoice and certificate of authenticity to the Buyer after verifying the Buyer's identity.

Right of Withdrawal

The Buyer has a period of 14 days from the receipt of the Product(s) ordered to exercise, directly with said Seller, their right of withdrawal, without having to justify reasons or pay a penalty.

The Buyer exercises their right of withdrawal directly with MUMART by sending an email to serviceclient@artsper.com. MUMART will then notify the Seller by sending an email. MUMART will manage the return of the work and will cover the return costs (excluding applicable customs duties at delivery). If the Buyer returns the work themselves without waiting for MUMART's instructions, they will not be entitled to reimbursement of the delivery costs and will assume full responsibility for the shipment and the condition of the work upon arrival.

Refunds from MUMART to the Buyer are made once the Seller has notified MUMART of the proper receipt of the work.

The work must be returned in perfect condition by the Buyer and in its original packaging (or equivalent).

Clause on Penalties for Unavailability

Article X - Penalties for Unavailability

In case of cancellation of a sale due to the unavailability of the work, Artsper reserves the right to apply financial penalties as follows:

1. Amount of Penalties:

- Work of less than €500: €10
- Work of €500 to €1000: €15
- Work of €1000 to €2500: €25
- Work of €2500 to €5000: €35
- Work of €5000 to €7500: €50
- Work of €7500 to €10,000: €75
- Work of more than €10,000: €100

2. Penalty Adjustment:

- First cancellation: No penalty, an alert and preventive message will be sent to you.
- New cancellation within the last 6 months: Application of the penalty.
- Recurring cancellations (more than once in the last six months): Application of penalties multiplied by 1.5.

3. Billing Procedure:

- An invoice will be issued upon the cancellation notice, and the penalty amount will be automatically debited from the gallery's bank account.
- In case of non-payment, restrictions on access to the marketplace may be implemented.

Disputes – Complaints

Generally, the Seller agrees to deliver a quality service to Buyers.

To this end, any Buyer has the option of reporting to MUMART by sending an email to serviceclient@artsper.com within 21 days of receiving any Work, any complaint regarding the ordered Works, based on the following criteria:

- Product not received: the Product has not been received by the Buyer.
- Non-compliant Product: the Product received does not match the ordered Product.
- Damaged Product: the Product received is damaged or broken.

In case of a complaint from a Buyer regarding a Work, once the Seller is informed of the complaint by an email from MUMART, the Seller personally handles resolving the dispute with the Buyer. Disputes are resolved directly between the Buyer and the Seller. The Seller must make their best efforts to resolve the dispute with the Buyer amicably.

Depending on the case, the declared dispute will either result in the return of the ordered Work and a refund to the Buyer by MUMART or in a partial or total refund to the Buyer only.

If the Work is returned by the Buyer, it will be the Seller's responsibility to organize the return of the Work and cover all costs.

In this case, the price of the purchased Product(s) and the shipping costs paid by the Buyer when placing their order will be refunded by MUMART once the Seller has notified MUMART of the proper receipt of the work.

Personal Data

In addition to Article 6 of the Buyer TCU and Article 8 of the Seller TCU, the Buyer and the Seller are informed that all data collected as part of the Service when placing orders is processed by MUMART for the purposes of processing said orders.

The Buyer's delivery information and data are transmitted by MUMART to the Sellers solely to allow them to ship the ordered Works. They cannot be used for any other purpose.

Each Seller only has access to the personal data provided by the Buyers of their Products to MUMART when placing their orders.

The Sellers agree to ensure the security of the personal data they retain for the purposes of fulfilling and tracking orders.

In case of difficulty regarding the processing of this data, the Buyer and the Seller may directly contact MUMART under the conditions specified, depending on the case, in the Buyer TCU or the Seller TCU.

Partial Nullity

If one or more provisions of these GTC are held to be invalid or declared as such by application of a law, regulation, or final decision of a competent court, the other provisions will retain their full force and scope.

Applicable Law

These general conditions are subject to French law. Any dispute relating to their interpretation and/or execution falls under the jurisdiction of the French courts.

Vendor Terms of Use

Preface

MUMART has set up on www.artsper.com (hereinafter the "Site"), a marketplace that allows professional vendors (hereinafter "Vendors") after registration, to enter into, through its intermediary, a relationship with individual buyers (hereinafter "Buyers"), also registered on the Site, in order to sell artworks (hereinafter "Products" or "Artworks") at fixed prices (hereinafter the "Service"). The Vendors are professionals and individuals.

To use the Service, the Vendor agrees to comply with these Vendor Terms of Use (hereinafter "Vendor Terms") without restriction or reservation. This acceptance is denoted by a checkbox at the time of subscription to the Service.

Sales made through the Service between Buyers and Vendors on the other hand are governed by the General Terms and Conditions (hereinafter "Terms"), which must also be accepted by the Vendor during each purchase; they supplement these Vendor Terms.

MUMART reserves the right to modify these Terms of Use. All changes will take effect for online Products immediately upon notification to the Vendor.

1- Subject

These Vendor Terms are intended to define the conditions under which MUMART provides the Vendors, as part of the Service, technological tools allowing them to put on sale the Products and to promote them.

2- Description du Service

The Service consists of a set of tools to help Vendors get in touch with Buyers in order to offer for sale their Products to them, reference and describe these Products, accept orders from Buyers, collect the charges of Products purchased, and manage the after-sales service for Products sold.

Transactions via the Service for the purposes of the sale of Products are made directly between the Buyer and the Vendor. MUMART is by no means a reVendor of Products offered by the Vendors through the Service.

However, in an ongoing effort to improve the quality of its services and to better select partners, MUMART invites You to submit all comments and suggestions you might wish to bring to its attention concerning the quality of transactions

made through the Service. For this purpose, MUMART offers the following email address: contact@artsper.com.

Moreover, in the case of a breach of these Vendor Terms, MUMART reserves the right to temporarily or permanently suspend the access to the Service for the Vendor concerned, herein suspending or terminating the access without notice or compensation.

3- Access to the Service

In addition to the acceptance of these Vendor Terms, access to the Service is dependent on the opening of an account. As a professional seller, to open an account you have to subscribe and provide MUMART with information to authorize your identification. The subscription will give You access to different tools described below.

While opening an account, You agree to only provide accurate information, and to inform MUMART of any change affecting it without delay. For this purpose, MUMART offers the following email address: servicegalerie@artsper.com.

To use the Service, you must use the username and password you created when opening your account. This username corresponds to the email address indicated in the application form, and the password will be sent by MUMART when confirming your registration. You will have the opportunity to change them in your personal space. You agree to keep them private and not disclose them to any third party. You will be solely responsible for the access to the Service via your username and password, unless there is evidence of fraudulent use for which You would not be accountable.

In case of loss, misuse, or unauthorized use of your username and/or password, You agree to immediately notify the sales department at the following email address: servicegalerie@artsper.com.

4- Charges & Payments

This article is intended for professional sellers.

You can find our charges for annual plans and options on demand by sending us an email to sservicegalerie@artsper.com or by calling us on +33 1 87 66 99 05

5- Term, termination and removal

This article is intended for professional sellers.

MUMART may terminate the Term of this Agreement at any time upon notice to You from MUMART following any breach by You to this Agreement.

All fees owed by You will become immediately due and payable if we terminate You without cause. We will not reimburse you in case of threatened or suspected breach of this Agreement, applicable law or other inappropriate conduct as using our Services to send emails to people with whom your relationship does not meet the requirements of our Anti-Spam policy (see below).

You can decide to cancel your subscription at any time after the end of your mandatory four- month trial period. If you cancel your subscription, your account will automatically be closed at the end of your current billing period.

Upon termination or expiration of your subscription, MUMART may prohibit you from accessing your account.

6- Requirements related to the sale of Products made through the Service

6.1. Description of the tool

The tool allows the professional Vendor to feature online and to sell his Products on the Site www.artsper.com, to accept orders placed by the Buyers, to collect the price of Products that are bought and to manage the after-sales services for the sold Products.

6.2. Access to the tool

When you purchase a subscription, you have access to the tool.

6.3. General Requirements

The Vendor must identify himself to buyers in a professional capacity. The Vendor commits to comply with the applicable legislation in respect of the exercise of a commercial activity (especially registration, accounting, social and tax obligations).

Vendor also commits to respect the laws and regulations to which Vendor is submitted in his professional quality, regarding in particular the products that he sells on the Site.

Vendor undertakes to use all the resources at his disposal in order to fulfill his obligations by delivering a quality service to Buyers.

In this respect, he undertakes mainly to answer emails from MUMART's Customer Service and Commercial Service as well as Buyers' emails within a period of 5 days of their receipt.

6.4. Requirements for the offer of Products on the Site

Vendor undertakes and guarantees that he will only sell products of which he is the owner or which he has the right to sell. He guarantees that they do not violate in any way the laws, regulations in force and applicable norms, whether they are mandatory or not and that they do not infringe the rights of third parties. Vendor is consequently prohibited to sell any Product consisting of fake Artworks under the Intellectual Property Code.

In the description associated with the Product offers that it showcases on the Site, the Vendor undertakes to act in good faith. He is solely responsible for the accuracy of the information contained therein and undertakes that they do not mislead potential Buyers, concerning the characteristics of the Product, its state or its price.

In addition, Vendor undertakes that the illustrations provided in the description associated with the Product offers that he showcases (photograph, drawing, etc.) are consistent with the Products illustrated and respect the rights of third parties. Vendor guarantees to MUMART that he has the rights, in particular the intellectual property rights, related to these illustrations, which enable him to use them in order to present the Products.

Vendor undertakes to ensure that all the artworks featured on the platform are authentic.

In order to showcase an Artwork on the Site, Vendor undertakes to place online, from their account, an ad about the artwork accompanied by a complete description (referred to hereafter as the "Ad").

The Vendor acknowledges that his listings may not be immediately searchable by keyword or category for several hours (or up to 24 hours or more in some circumstances). The placement of your listings in search and browse results may be based on factors that include without limitation title, keywords and price.

For each artwork, Vendor indicates the delivery options that he accepts:

- Pick-up from the Vendor. In this case, the Vendor specifies, for each artwork when the ad is created, the address of the point of sale where the artwork can be picked up. In addition, Vendor specifies, for each artwork, at the moment of the creation of the ad, the delay (in weeks), from the moment when the Vendor confirms the availability of the work, after which the work will be made available to the Buyer at the point of sale indicated in the
- Delivery via a carrier chosen by the Vendor. In this case, Vendor must work with a carrier authorized to transport works of art, and is responsible for the delivery. In addition, Vendor specifies, for each artwork, at the moment of the creation of the ad, the delay (in weeks), from the moment when the Vendor confirms the availability of the work, after which the Artwork will be made available to the carrier as well as the shipping costs that he will charge to the buyer.

The Vendor's visibility on the Site is subject to the condition that at least one artwork should have been validated by MUMART after the creation by the Vendor of the Vendor's account.

MUMART reserves the right to refuse to put works online if they contravene the present Sellers' GCU or the GTC, or if they do not correspond to the image that the site wishes to convey to its users. If necessary, MUMART will notify the Seller of the reasons for its refusal to put the relevant works online.

6.5. Requirements for the price of the Products

The selling price of the Products is defined by the Vendor in respect of the applicable laws and regulations.

The Vendor undertakes that the selling price of the Artwork the delivery costs does not exceed that of the same Artwork on any other sales channel.

6.6. Requirements for the sale of Products

The Artwork sale contracts proposed by the Vendor on the Site are concluded between the Vendor and the Buyer on the resolutive condition that the work is available. The Vendor agrees to only offer on the Site works that are available at the time the ad is created and to delete without any delay from the Site any offer of artworks that are no longer available.

The Vendor is informed by email and via their account by MUMART when an artwork that they have showcased online is ordered by a buyer.

The Vendor must confirm the availability of the Artwork concerned within 5 days following receipt of the information referred to in the previous subparagraph. If no response is given by the Vendor at the end of this delay, the sale will be automatically canceled.

Vendor agrees to consult regularly, and at least once a day, his emails received at the address he provided to MUMART.

If the artwork is available, the Vendor agrees to ship the Artwork or to make it available at the point of sale within the time frame referred to in paragraphs 6.7 and 6.8 below.

Once the Vendor is notified of a new sale paid by bank transfer, he undertakes not to sell the artwork to a third person during 5 business days from the date of order. The ad will no longer be visible on the Site during these 5 days. If after 5 business days MUMART has not validated the order by confirming the receipt of the transfer, the order is canceled and the Vendor is authorized to sell the artwork to another Buyer. In this case, the ad becomes visible on the Site again.

If he is absent or not available for more than 5 working days, Vendor must temporarily suspend his Products by logging in to his space and disabling his account. This can be done by checking the box "No" next to the field "Active" on the Vendor's profile.

The Vendor undertakes to ensure that at least 75% of the Artworks showcased online on the Site are really available at the time the Buyer places an order. If this is not the case, MUMART reserves the right to discontinue temporarily or permanently the access to his service to the concerned Vendor, by suspending or terminating his subscription, without any notice or compensation.

6.7. Obligations related to the delivery of the Products when Vendor works with his own carrier

(i) When responsible for the delivery, Vendor undertakes to deliver the artwork to the Buyer's To do so, Vendor agrees to leave the artwork at a carrier

licensed to deliver artworks. Vendor will receive the Buyer's details from MUMART when Buyer validates its order.

(ii) Vendor must send to Buyer a purchase invoice showing the price of the artwork. For sales made on an occasional basis by an individual, a sales certificate must be drawn up by the Seller and sent to the Buyer. In order to facilitate transactions and to assist individual Sellers in their sales process on the Site, MUMART publishes, in the name and on behalf of the Seller - acting as an individual and having declared himself as such - a sales certificate sent to the Buyer. This sales certificate includes the Seller's billing information, the Buyer's billing information and the order details (product name, price of the item, order date, etc.).

Acceptance of the General Terms and Conditions constitutes the Seller's agreement to the issuance of sales certificates in their name and on their behalf for transactions they complete on the Site. These sales certificates will be made available to the Buyer under My Account, My Purchases.

(iii) Vendor must send to Buyer a certificate of authenticity signed by the artist or the

(iv) Vendor undertakes to pack the ordered Artworks and make sure that the works will not be damaged during the transport. The Vendor is the one that bears the risks for the Product during the

(v) When he places an ad for an Artwork on the Site, Vendor must indicate the delay he needs to make the Artwork available to the

(vi) When he places an ad for an Artwork on the Site, Vendor must indicate the shipping costs that he wants to charge to the Buyer depending on the country of residence of the

(vii) When MUMART will reimburse Vendor the price of the Artwork (see Article 5, Financial provisions) the shipping charges paid by the Buyer during the validation of his order will also be

(viii) We remind you that the Buyer is responsible for the VAT paid by the Buyer for the Artwork's shipping and packaging

(ix) MUMART provides the Vendor with the Buyer's information within the 24 hours following validation of the order by the Buyer (name, address, phone number) that will enable him to deliver the

(x) The Vendor undertakes to ship any Product ordered and paid on the Site during the time frame referred to in paragraph (vi) from the moment when the availability of the Artwork is

(xi) The Vendor undertakes to provide, on his personal page, the name of the carrier he works with for the delivery of the Artwork as well as the number of packages. This information is to be provided as soon as the Artwork has been made available to the

6.8. Obligations related to the Products availability when Vendor's accepted type of delivery is pick-up at the point of sale

(i) Vendor must send to Buyer a purchase invoice showing the price of the Artwork.

(ii) Vendor must send to Buyer a certificate of authenticity signed by the artist or the Seller.

(iii) Vendor indicates that the Artwork can be picked up directly from a point of sale for which he provides the address when he creates the ad. Vendor indicates, in the ad, the delay he needs for making the Artwork available to the Buyer at the point of sale. Vendor will have to be sure of the Buyer's identity during pick-up by the To do so, MUMART will provide the Vendor with the identity of the Buyer when the latter has validated its order.

(iv) MUMART sends to Vendor, within 24 hours following validation of the order, the Buyer's information (name, address, phone number) enabling him to identify the latter at pick-up.

(v) The Vendor agrees to make available at the point of sale any Product ordered and paid on the site in the time frame referred to at point (iii) after confirmation of availability of the Artwork.

(vi) When a work is subject of a withdrawal at the point of sale, Vendor undertakes to notify the Buyer, via his professional space, when the Artwork is available, and to provide the address for pick-up.

6.9. Requirements for Product disputes

Vendor undertakes to deliver a quality service to Buyers.

In this regard, any Buyer has the ability to report, by emailing MUMART at the address serviceclient@artsper.com, within 14 days from the receipt of any Artwork, any claim concerning the Artworks ordered, following the hereafter criteria:

- Product not received: The Product has not been received by the Buyer
- Non-compliant Product: the received Product does not correspond to the ordered product
- Damaged Product: the received Product is damaged or broken.

In the case of a complaint from a Buyer regarding an Artwork, once the Vendor is informed of the said claim by email to MUMART, the Vendor will be personally responsible of the resolution of the dispute with the Buyer. Disputes are directly ruled between the Buyer and the Vendor. Vendor will make all the efforts necessary to resolve the dispute with the Buyer amicably.

Depending on the case, the declared dispute will result either in the return of the Artwork and the reimbursement of the Buyer by MUMART or only in the reimbursement, total or partial, of the Buyer.

In case of return of the Artwork by the Buyer, the Seller will be responsible for organizing the return of the Work and for taking all the costs to be borne by it.

In this case the price of the Product(s) purchased and the shipping costs paid by the Buyer when placing his order will be reimbursed by MUMART once the Seller has notified MUMART of the receipt of the Artwork.

The Seller will not be subject to the commission from MUMART.

If the seller does not provide a solution or refund to the customer or if MUMART's Customer Service department receives no response from the seller in under 15 days from the customer's declaration of dispute, the order will automatically be reimbursed to the customer.

6.10. Right of cancellation

In accordance with the relevant legal provisions, in the context of a purchase from a professional Vendor, the Buyer has a period of 14 days from the receipt of the Product(s) he ordered to exercise, in relation with the said Vendor, his right of withdrawal, without having to justify his reasons or to pay a penalty. The Buyer, whether a professional or a private individual, has the right to withdraw from the contract, without having to give any reason or pay any penalty. According to Article L. 221-1 of the French Consumer Code, the Buyer acting as a consumer has no right of withdrawal when purchasing an item from a non-professional Seller.

However, as a business matter, Artsper allows a Buyer who does not wish to keep an Item to withdraw from the purchase of said Item within fourteen (14) days of its receipt.

The Buyer exercises his right of withdrawal directly to MUMART by sending an email to the address serviceclient@artsper.com. MUMART will then notify the Seller by sending an email. MUMART will manage the return of the work but the Seller undertakes to assist MUMART in organizing the return if necessary. MUMART will bear the cost of returns (which will either be paid by the Buyer and refunded by MUMART or directly paid by MUMART).

MUMART will also reimburse the Buyer for the price of the Work as well as the shipping costs. The refunds of MUMART to the Buyer are made once the Seller has notified MUMART of the good reception of the Artwork.

The Artwork must be returned in perfect condition by the Buyer and in its original packaging (or equivalent).

6.11. Mandate of receipt

As part of the online intermediation services provided by MUMART, the Vendor agrees to entrust MUMART with a mandate to receive on his behalf and for his account any money paid by the Buyer in respect to the sale.

This mandate is strictly limited:

- to the opening in its books, on behalf and for the Vendor's account, of a representative account, containing the price of the Product; and
- to the receipt and relay of these amounts to the Vendor, less the Commission.

6.12. Financial Provisions regarding the sale of products on the Website

The Products are sold including all taxes.

Amounts received from the Buyer from which the commission has been subtracted by MUMART, will be repaid by MUMART to the Vendor.

However, if after delivery of the product to the Buyer, it turns out that the Product is counterfeit or is subject to a prohibition on sale, the Vendor shall reimburse, at MUMART's first request, the money received from the sale.

The Vendor expressly waives claim to the entitlement of money (interest or anything else), which may be produced by temporary immobilization of the amounts collected during the transaction.

For each Product order received from a Buyer, MUMART will collect from the Vendor a percentage fee calculated on the price of the Artwork (incl. taxes) shipping costs excluded. The fee depends on the subscription chosen by the Vendor and their professional or private status.

If the country of invoicing of the Vendor is located in the European Union MUMART will apply on this commission the VAT rate applicable to electronic services according to the country of invoicing of the Seller and its VAT system.

MUMART will pay the Vendor the total price of the order in question, less commission, the next Wednesday after this 14-day withdrawal period once the Buyer received the artwork.

MUMART will deduct from the commission any discount or voucher applied by the Buyer and offered by MUMART.

In case of a refund on a purchase in a currency other than the euro we apply a conversion rate of the day when the artwork has been ordered. The Vendor can see the conversion on the invoice. The costs due to the foreign transfers are shared between the Vendor and Mumart. However, the conversion costs specific to the Seller's bank will be paid by the Seller.

7- Requirements related to the promotion of exhibitions through the Service

7.1. Description of the tool

The tool allows the Vendor to showcase online his exhibitions on the Site www.artsper.com with the aim of promoting them to the Site users.

7.2. Access to the tool

When you purchase a subscription, you have access to the tool.

8- Personal Data

The information and data relating to any physical person representing the Vendors is processed by MUMART; unless otherwise stated, they are essential to the management of the Vendor's account and access to the Service. This information and data is also stored for MUMART security purposes, to meet incumbent legal and regulatory requirements, if any, and to allow MUMART to improve and customize the services offered to the users of the Site as well as information sent to the Vendor. In this context, the Vendor may receive information by email related to the Service from MUMART.

Subsequent to the January 6, 1978 Data Processing and Civil Liberties Law, the Vendor has the right to oppose, access, rectify, and delete personal data about him, under the conditions set by law. To exercise this right, the Vendor must send an e-mail to contact@artsper.com or a mail to MUMART SAS, 23/25 rue Jean-Jacques Rousseau, 75001 PARIS, mentioning his first and last name, e-mail address and Vendor ID. In accordance with applicable regulations, any request made in this respect shall be accompanied by a photocopy of an identity card bearing the applicant's signature and the address to which the response should be sent. A response will be sent within a maximum period of two months following receipt of the request.

MUMART uses cookies to store information about the Vendor on the Site. Cookies are only used by MUMART to improve the personalized service intended for its users.

With regard to data collected through the Service concerning orders of the Vendor's Products, MUMART will inform Buyers that it is intended for MUMART, and that the information necessary for delivery of the Products will be transferred, only for this purpose, to the Vendor.

The Vendor agrees unconditionally to use the personal data of the Buyer which will be sent to him by MUMART only for the purpose of delivery of the Products and to enable him to fulfill the legal obligations tied thereto. He agrees to retain no copy once he has completed the shipment of the Product(s) ordered. Any other use, rent, sale, resale, or copy by the Vendor is prohibited. In this context, the Vendor may receive information by email related to the Service from MUMART.

9- Intellectual property

All texts, comments, works, illustrations, Artworks, and images reproduced or depicted on the Site are strictly reserved under copyright as well as intellectual property rights, for the entire duration of protection of these rights and throughout the world. As such, and in accordance with the French Code of Intellectual Property, only a private use, subject to different rules even more restrictive than the French Code of Intellectual Property, is permitted. Any reproduction or representation, complete or partial, of the Site or all or part of the elements on the Site is strictly prohibited.

For the purposes of these Vendor Terms, the Vendor authorizes MUMART, on a purely non-exclusive basis, to make use of, reproduce, modify, adapt, publish, and distribute the Ad, as well as the composing elements, throughout the world on paper and digital media owned by MUMART, including trademarks, logos, images, texts, and other creations protected by intellectual property rights.

10- Liability

The Vendor warrants and shall indemnify MUMART upon first request against all damages suffered by MUMART and against any action for liability that may be taken against MUMART if a Vendor violates any right of any third party,

including a Buyer. This includes damages resulted from the sale of the Product, the Vendor's use of the Service, or any other act for which he is accountable.

The Vendor may hold MUMART liable only for acts for which it is directly accountable, and in any case this liability is limited to the amount corresponding to the orders placed during the previous month. It cannot be held liable for consequential damages, including loss of opportunity to sell Products in case of unavailability of the Service. MUMART cannot be held liable for misuse of the Service by the Vendor.

MUMART accepts no liability in respect to sales made between Vendors and Buyers through the Service. Any claim relating to the Products (description, delivery conditions, etc.), which is brought to the attention of MUMART, will be forwarded to the Vendor concerned, who will assume full liability.

12- Applicable law / Attribution of powers

These Vendor Terms are subject to French law. Any dispute concerning their interpretation and/or execution shall be relieved by the French courts.