

Buyer Terms of use

Introduction

The MUMART company, société par actions simplifiée (simplified joint-stock company) with a share capital of 159.179 €, whose head offices are located at 23-25, rue Jean-Jacques Rousseau, Paris, France, registered with the Paris Companies Register under the number 752 773 630, (hereinafter referred to as 'MUMART'), provides a market place on www.artsper.com (hereinafter referred to as the 'Website'), that allows buyers (hereinafter referred to as 'Buyers' or 'You'), after registration, to enter into, through its intermediary, a relationship with professional and individual Vendors, also registered on the Website (hereinafter referred to as 'Vendors' or 'Galleries') in order to buy artworks (hereinafter referred to as the 'Products' or 'Artworks') at a fixed price (hereinafter referred to as the 'Service').

To use the Service, the Buyer must accept and agree to comply with these Buyer Terms and Conditions (hereinafter referred to as Buyer Terms) without restriction or reservation.

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

MUMART reserves the right to modify these Terms of Use. All changes will take effect for online Products from the moment they are posted online on the Website.

1- Subject

These Buyers Terms are intended to define the conditions under which MUMART provides the Buyers, as part of the Service, technological tools allowing them to buy the Products to the Sellers.

2- Description of the Service

The Service consists of a set of tools to help Buyers to register on the Website, to contact Vendors in order to buy artworks, to pay the price of the Products and to confirm receipt of the Products. Transactions via the Service for the purposes of buying Products are made directly between the Buyer and the Vendors. MUMART is by no means a reseller of Products offered by the Vendors through the Service. Thus, the Products purchased via the Service cannot be returned to or exchanged by MUMART.

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 has provided a contact form.

Moreover, in the case of a breach of these Buyer Terms, MUMART reserves the right to temporarily or permanently suspend the access to the Service for the Buyer concerned.

Each Buyer agrees to conclude purchases in all good faith.

The Buyer is informed that the Artworks offered for sale may come from either professional Vendors or individual Vendors. This information is specified on each product page. In the case of a purchase from an individual Vendor, certain legal obligations applicable to professionals (such as the issuance of invoices or commercial warranties) may not apply.

The Buyer acknowledges that MUMART acts solely as a technical intermediary and does not guarantee the professional status of the Vendor, unless otherwise stated.

3- Access to the Service

In addition to the acceptance of these Buyer Terms, access to the Service is dependent on the opening of an account. This requires you to provide information to authorize your identification. While opening an account, You agree to only provide accurate information, and to inform MUMART of any change affecting it without delay, by using the contact form.

To use the Service, you must use the username and password you created when opening your account. You agree to keep this information secret and not to give it 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 MUMART by using the contact form.

4- Cost of the Service

The opening of an account and use of the Service are free (excluding any connection costs, the price of which depends on your electronic communication provider), without obligation to purchase on the Website. Only the purchase of Products from Vendors is to be paid for, under the conditions set out in the General Terms and Conditions.

5- Personal data

Information and data about You are managed by MUMART . Unless otherwise stated, they are essential to the management of the Buyer's account and access to the Service.

The information required for delivery will be transferred to the Seller for that purpose only. The information and data will also be stored for security purposes, in order to comply with any legal obligations and regulations, that may be applicable to MUMART , and thus to enable us to improve and personalize the Services that we offer to You and the information that we send to You.

Subsequent to the January 6, 1978 Data Processing and Civil Liberties Law You have the right to oppose, access, rectify, and delete personal data about You, under the conditions set by law. To exercise this right, You must use the contact form or send a mail to MUMART SAS, 23/25 rue Jean-Jacques Rousseau, 75001, mentioning your first and last name, your e-mail address and home addresses. In accordance with applicable regulations, your request must be signed and be accompanied by a photocopy of an identity card bearing your signature and the address to which the response should be sent. A response will be sent to You within a maximum period of two months following receipt of the request.

You are likely to receive offers from our company and from our partners, depending on the choices made when you created or consulted your account. If you no longer want to receive such offers, You may at any time send us a request stating your wish via the 'My Account' section.

The Website is also designed to be particularly attentive to the needs of our clients. Cookies are only used by MUMART to improve the personalized service intended for its users. A cookie is designed to indicate your use of the Website.

6- 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.

The www.artsper.com website is registered with the CNIL (Commission Nationale de l'Informatique et des Libertés) [French commission for IT and freedom of information] under the number 1651626.

Any reproduction, representation, modification or adaptation in whole or in part of the Website and/or all or part of the elements that appear on the Website or that are integrated within it, is strictly prohibited.

Buyers agree to make every effort to notify MUMART of any infringement of intellectual property rights that they may notice.

7- Responsibility and guarantees

Use of the Website implies the knowledge and acceptance of the characteristics and limits of the internet, and of any translations of the Website into any languages other than French and in particular those relating to technical performance; response times when consulting, searching for or transferring information; and of the risks inherent in any connection and transmission over the internet.

Consequently, in the absence of any failure on its part, MUMART cannot be held responsible for any damage that may be suffered by a Buyer, in particular but not exhaustively for any:

- operating losses, loss of information, resulting from any malfunctions, breakdowns, delays or interruptions of access to the internet- transmission and/or receipt of any data and/or information over the internet
- consequences of any virus, computer bug, anomaly, technical defect
- defect in any reception equipment or lines of communication
- loss of any email and, more generally, any loss of any data
- any damage caused to the computer, PDA or Smartphone etc. belonging to a user who connects to the Website
- any technical, material or software defects of any nature, that may have prevented or limited the ability to use the Website or may have damaged the system of any user who connects to the Website
- any technical fault or manifest error (in particular technical, material, software, price display, translation, etc., of any nature, having prevented or limited the ability to use the Website or having misled a user connected to the Website
- indirect damage

All users of the internet are required to take all appropriate measures in order to:

(i) protect their own data and/or software stored on computer equipment that is connected to the Website, against any damage (ii) be capable of assessing that they may be in the presence of a manifest error in relation to the information displayed on the Website (by sending an email via the contact form) so that Mumart can make all verifications, and if necessary, erroneous information can be corrected.

The responsibility of MUMART towards the Buyer cannot be engaged except where the facts are exclusively attributable to him/her and where he/she would suffer prejudice directly related to those facts. MUMART cannot be held responsible for indirect loss or damage. Neither shall MUMART be held responsible for any incorrect use of the Service by the Buyer or for any fault on his/her part. Neither shall MUMART be held responsible

for any loss or damages attributable to a third party to the Service.

By using the Website, the Buyer declares that he/she is fully informed of the characteristics and restrictions of the internet, that he/she alone is responsible for the information supplied in the context of his/her account on the Website and for his/her relations with other users of the Service.

In addition, in accordance with articles 6-I, 2 and 3 of the law n° 2004-575 of 21st June 2004 on trust in the digital economy, MUMART shall not be held responsible for any content that may be made available on the Website by Buyers or Vendors, in particular in relation to product descriptions, except where it has failed to remove such content promptly following reports of its illegality under the conditions set out by this law. Lastly, MUMART declines all responsibility in relation to sales concluded by the intermediary of its Service with Vendors, of which it has no knowledge. Any complaint in relation to comments appearing in Product descriptions or delivery of Products should be addressed to the designated Seller, who is fully and solely responsible in this respect. The Buyer is solely responsible for his/her usage of the Service.

The Buyer agrees, upon a first request including in the event of an inconclusive court decision, to compensate and indemnify MUMART for any damage, loss, loss of earnings, complaint, liability and costs including legal fees and costs that MUMART may incur if its responsibility should be called into question by a third party, due to a claim or action linked to such use of the Service by the Buyer.

Buyers are informed that MUMART may communicate any information about them, including personal information, to the relevant authorities responsible for the repression of fraud and crime.

MUMART does not guarantee uninterrupted access to the Website or the Services. Access may be temporarily suspended for technical or maintenance reasons. MUMART shall not be held liable for any unavailability of the Service, nor for any consequences resulting from such unavailability for the Users.

MUMART provides an intermediation and connection service between Vendors and Buyers. As such, MUMART does not guarantee that sales will be completed, nor the quality, accuracy, or availability of the Products offered for sale. MUMART does not guarantee that a Product will actually be sold or that a Buyer will complete their purchase. MUMART makes no commitment as to the outcome of the use of the platform by Vendors or Buyers.

8- Partial nullity

If one or more provisions of these Terms are held to be invalid or declared as such under any law, regulation, or final decision of a competent court, other provisions shall remain in full force and scope.

9- Duration and validity

The Buyer is subject to these Buyer Terms as soon as he/she registers on the Website and until its account is deleted, whether or not he/she carries out any transactions on the Website. MUMART reserves the right to modify these Buyer Terms at any moment. The modified Buyer Terms will be displayed online on the Website. The Buyer will be informed of any modifications by the sending of an email by MUMART to the email address provided by the Buyer when registering for the Service.

The Buyer Terms applicable are those in force at the time of use of the services of the Website by the Buyer.

10- Applicable law

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