

GENERAL TERMS AND CONDITIONS OF USE & GENERAL TERMS AND CONDITIONS OF SALE

GENERAL TERMS AND CONDITIONS OF USE

Preamble

The yourart.art website (hereinafter the "**Site**") is published by YOURART (hereinafter the "**Company**"), a simplified joint stock company registered in the Nanterre Trade and Companies Register under number 917 843 518, with its registered office at 36, rue Raspail 92300 Levallois-Perret.

The Site provides access to free content and paid services, and in particular aims to :

- to provide information and offer services to "**Visitors**" (natural persons accessing the Site free of charge without registering) on various subjects related to art (hereinafter the "**Content**");
- to enable "**Members**" (natural or legal persons with a Member account on the Site) to list, exhibit and sell original works of art (hereinafter the "**Works**") and to enter into contact with Visitors or Members wishing to purchase Works.

The Site is accessible to art lovers, artists, amateur and professional buyers and sellers.

Use of the Site

The purpose of these General Terms and Conditions of Use (hereinafter the "**GTCU**") is to define the terms and conditions for the provision and use of the Site and the services offered on the Site. These provisions are supplemented by the General Terms and Conditions of Sale (hereinafter the "**GTCS**") and by the Personal Data Protection Charter (hereinafter the "**Charter**").

These GCU constitute an agreement between Visitors and Members and the Company, and govern access to the Site and associated services.

Any Visitor or Member who accesses the Content and services offered by the Company declares that they have read these GCU and undertake to comply with them, without modification or reservation, these GCU being supplemented, where applicable, by the GCV. The GTC are notified prior to use of the services for express and prior acceptance.

As the GCU may be unilaterally amended by the Company, Visitors and Members are advised to refer to the latest version of the GCU available on the Site before browsing. By using or accessing the Site, Visitors and Members accept all changes made, which the Company may notify to those who have provided it with their personal details.

If any stipulation of these GCU is deemed or judged to be unenforceable or invalid, it will be set aside without affecting the enforceability and validity of the remaining stipulations, which will remain applicable.

Access conditions

Access to the Site is possible at any time, except in the event of force majeure or an event beyond the Company's control, and subject to any breakdowns and maintenance work necessary for the proper operation of the Site, which may be carried out without prior warning.

The equipment, IT resources and Internet connection costs (computer, software, telecommunications resources, etc.) required to access the Site and its Content are the sole responsibility of each Visitor or Member, as are the communication costs incurred by their use. Visitors and Members are solely responsible for the proper functioning of their computer equipment and Internet access.

The Company offers its Visitors and Members free access to part of the Site's services and another part, which can only be consulted by subscription, reserved for its Members.

Certain areas and functions are accessible to any Member with Internet access, after creating an account. These areas enable Members, after registering on the Site, to include their Works in the Site's "*Catalogue*", to create their "*Imaginary Museum*", to exhibit their Works in their "*Virtual Gallery*", and to contact and offer their Works for "*Sale*" to Visitors or Members via the Company.

The conditions for registering for these areas and features, as well as the obligations of Members, are detailed in the GTC.

The Company reserves the right to prohibit access to the Site and the services it offers for free access at any time, particularly in the event of a breach of the GCU by a Visitor or Member.

Visitors' obligations

Visitors to the Site undertake not to use software or processes intended to copy the pages of the Site, and not to record or collect information from the Site without the express prior written consent of the Company. Visitors undertake not to use any devices or software of any kind that might disrupt the proper operation of the Site.

Visitors undertake not to copy, reproduce, alter, modify or disclose to the public all or part of the content of the Site without the express prior written consent of the Company or of the Members concerned.

Company liability

The Company shall not be held liable for any breach of its obligations under these GCU originating from or caused by events beyond its control and/or resulting from a case of force majeure preventing access to the Site in whole or in part.

The Company cannot be held responsible for the accidental alteration, loss or transmission of data or for the transmission of viruses.

The Company cannot guarantee that the operation of the Site will be uninterrupted or error-free. It may interrupt access to the Site for maintenance purposes, and is only bound by a best endeavours obligation regarding continuity of access to the Site.

The Company publishes a secure platform enabling Members with a subscription to enter into contact with Buyers via the Company. The Company stores the content put online by Members on its Site.

Members who provide information about the Works they offer for sale are independent of the Company.

The information, products and services published on the Site at the initiative of Members may contain inaccuracies or errors. Consequently, the Company does not guarantee the accuracy of Members' content and accepts no liability for any errors or inaccuracies.

In the context of its Marketplace activity, as detailed in the GTC accessible on the Site, the Company's liability is that of a content host, within the meaning of article 6-I, 2. of the Law of 21 June 2004 on confidence in the digital economy.

The Works offered for sale by the Sellers are done so on their own initiative, and the Company may not be held liable for contributions made by Members in the absence of a priori moderation of content published before it is put online or if, when it has been duly informed of manifestly illicit content, it has acted promptly to remove it.

The Company cannot therefore be held liable for contributions made by Members under their own responsibility, as the Company is not subject to a general obligation to monitor all content published by Members and stored on the Site, nor to a general obligation to seek out facts or circumstances revealing illegal activities, nor to an obligation to guarantee the accuracy, probity or honesty of content published by Members.

IRIS - Interface with OpenAI's ChatGPT4 Service

The Company graciously provides Visitors and Members with a conversational bot called "Iris." Iris interfaces with [OpenAI](#)'s ChatGPT4 artificial intelligence service, allowing Visitors and Members to interact directly and anonymously with ChatGPT4 for:

- Assistance in choosing Works from the Site's Catalogue based on suggested criteria.
- An artistic profile test based on suggested works of art, followed by recommendations for books, movies, museums, and Works from the Site.

Visitors and Members are informed and accept that:

- By using Iris, they transmit input data to ChatGPT4 at their discretion and responsibility, and OpenAI may use this data to respond and as training data.
- If they choose to use Iris, they are subject to OpenAI's [terms and conditions](#) and [privacy policy](#), which they are responsible for adhering to.
- OpenAI specifically prohibits:
 - Using its services in a manner that infringes, misappropriates, or violates the rights of others.
 - Modifying, copying, renting, selling, or distributing any of its services.
 - Attempting or assisting anyone to reverse engineer, decompile, or discover the source code or underlying components of its services, including models, algorithms, or systems (except to the extent that this restriction is prohibited by applicable law).
 - Automatically or programmatically extracting data or results.
 - Claiming that the output was generated by a human when it was not.
 - Interfering with or disrupting its services, including circumventing rate limits or restrictions or bypassing security measures OpenAI has put in place.
 - Using the output to develop models that compete with OpenAI.

- The Iris interface is provided "as is", without warranty that the output generated using ChatGPT4 will meet the particular needs of each Visitor or Member, and without the Company guaranteeing that the generated content will be accurate or respect the rights of others.
- If Visitors or Members choose to use Iris, the Company acts as the data controller for the data they directly input into Iris or imported into Iris from their profile, if they consent, and the output data.
- This data will be processed according to the terms indicated in the [Company's Privacy Policy](#), through which they can exercise their rights regarding this data.

Creating a personal account

The Company allows each Visitor to create a free Personal Account with a unique identifier and password.

When creating their Personal Account, Visitors undertake to read these Terms and Conditions of Use and to accept them by ticking the "*I accept the Terms and Conditions of Use*" box.

When registering, Visitors undertake to provide precise, accurate, up-to-date and complete information and to keep it up to date.

In the event that they provide false, inaccurate or incomplete information, the Company reserves the right to suspend or terminate their account and/or cancel or refuse access to all or part of the Site and its services.

To create an account, the Visitor must choose an identifier and then complete a registration form by providing personal information, such as surname, first name, e-mail address, postal address and password, which will then be used to identify the Visitor and facilitate access to the Site Content and the content of Members.

When creating a Member account, Visitors declare that they meet the following conditions:

- be a natural person over the age of 18 and have full legal capacity to conclude a sale;
- be the legal representative of a legal entity.

Visitors wishing to use the Site on a professional basis must specify this when creating their account and submit to all the obligations (in particular those arising from the Consumer Code and the Commercial Code) incumbent on them by virtue of their professional status in the context of the conclusion of distance selling contracts.

The connection identifiers enable each Visitor to identify himself and connect to the Site. They are personal and confidential, may not be communicated to third parties and may only be changed at the Visitor's request or at the Company's initiative.

The Company nevertheless reserves the right to automatically delete, without notice or compensation, any Personal Account in the event of a serious and/or repeated breach of these GCU by the Visitor, and/or in the event that the Visitor's behaviour is likely to constitute a breach of the applicable regulations and/or to cause damage to the Site or to third parties.

Visitors may unsubscribe and delete their Personal Account at any time by clicking on the "*Delete my account*" button in their personal space.

Intellectual property

The content of the Site, i.e. its architecture as well as its Contents (and in particular its graphic and editorial elements), is protected by the regulations in force and in particular the provisions of the Intellectual Property Code. The Site is exclusively intended for the information and personal use of the Visitor.

The "*YourArt*" trademarks and logos, the architecture of the Site and the Content placed online for Visitors and Members are the property of the Company. Any use or reproduction is prohibited.

The content of the Site catalogue is the property of the Company and/or the Members or other holders of the intellectual property rights to the Works and texts they present on the Site. Visitors and Members shall therefore refrain from copying and/or downloading all or part of the Site, its Content, its catalogue, its text illustrations, its photographs and images and the content of the Members.

Subject to the rights held by Members or third parties, and those which they have granted to collective management bodies (ADAGP in particular), to authorise their use, the Company is the sole owner of the information and Content of the Site and its other products or services (textual, graphic, photographic, videographic elements, software, databases or elements of any other nature making up the Site). It is the sole owner of all related intellectual property rights (copyright, neighbouring rights, trademark rights, database producer rights on the Site).

The information and Content on the Site must be used for strictly personal purposes. Any extraction, use, reproduction or distribution for other purposes, in particular for collective and/or commercial purposes, without the Company's express prior written authorisation is prohibited and may be prosecuted and punished.

Support - Technical requirements

For any question relating to the use of the Site, Visitors and Members may contact the Company at the following address:

YOURART

36, rue Raspail

92300 Levallois-Perret

And by email to the following address: **support@yourart.art**

Personal data

The personal data collected and gathered by the Company will be processed in accordance with the Charter for the Protection of Personal Data and in compliance with Law No. 78-17 of 6 January 1978 as amended (known as the "*Data Protection Act*") and the General Data Protection Regulation 2016/679 of 27 April 2016 ("*GDPR*").

The Charter is accessible at all times on the Site by clicking on this [link](#).

Applicable law - Jurisdiction

The GCU are governed by French law and come under the jurisdiction of the French courts.

In the event of a dispute arising from the interpretation or performance of the GTC, the Visitor or Member may have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

Failing this, for Members or Visitors who are consumers, any dispute shall be brought before one of the courts with territorial jurisdiction under the Code of Civil Procedure, and the consumer may also bring the dispute before the court for the place where he or she lived when the contract was concluded or when the harmful event occurred.

For Members who are professionals, the Commercial Court of Paris shall have sole jurisdiction to hear any dispute with the Company relating in particular to the formation, performance, interpretation, termination or rescission of the contract, including for precautionary proceedings, emergency proceedings, summary proceedings, third-party appeals, petitions or multiple defendants.

GENERAL TERMS AND CONDITIONS OF SALE

Preamble

The yourart.art website (hereinafter the "**Site**") is published by YOURART (hereinafter the "**Company**"), a simplified joint stock company registered in the Nanterre RCS under number 917 843 518, whose registered office is located at 36, rue Raspail - 92300 Levallois-Perret.

The Site provides access to free content and paid services, and in particular aims to :

- to provide information and offer services to "**Visitors**" (natural persons accessing the Site free of charge without registering) on various subjects related to art (hereinafter the "**Content**");
- to enable "**Members**" (natural or legal persons with a Member account on the Site) to list, exhibit and sell original works of art (hereinafter the "**Works**") and to enter into contact with Visitors or Members wishing to purchase Works.

The Site is accessible to art lovers, artists, buyers and sellers, amateurs and professionals.

Use of the Site

These General Terms and Conditions of Sale (hereinafter the "**GTCS**") apply to paid services such as the listing of Works in the Site's "Catalogue", the creation of an "Imaginary Museum" or a "Virtual Gallery", and the "Sale" of Works via the Company (the "Paid Services"). These provisions are supplemented by the General Terms and Conditions of Use of the Site (the "**GTCU**") and the Personal Data Protection Charter (hereinafter the "**Charter**").

These GTC constitute an agreement between Members and the Company and govern access to the Site's Paid Services.

Any Member who uses a Paid Service on the Site declares that he/she has read these GTC and undertakes to comply with them, without modification or reservation, as supplemented, where applicable, by the GCU.

As the GTC may be amended unilaterally by the Company, Members are advised to refer to the latest version of the GTC available on the Site before any browsing. By using or

accessing the Site, Members accept all modifications made, which the Company may notify to those who have provided it with their personal details.

If any of the stipulations of these GCS are deemed or judged to be unenforceable or invalid, they will be set aside without affecting the enforceability and validity of the remaining stipulations, which will remain applicable.

IRIS - Interface with OpenAI's ChatGPT4 Service – Content Generation

The Company graciously provides Visitors and Members with a conversational bot called "Iris," under the conditions and terms defined in the Terms of Use.

In addition to the functionalities defined in the Terms of Use, Iris also allows Members who wish to interact directly and anonymously with ChatGPT4 to obtain suggestions for graphic creations.

Members are informed and accept that:

- If they choose to use Iris, they are subject to OpenAI's terms and conditions and privacy policy, which they are responsible for adhering to.
- By using Iris, they transmit input data to ChatGPT4 at their discretion and responsibility, and OpenAI may use this data to respond and as training data.
- The attribution of rights on the suggestions for graphic creations generated by ChatGPT4 is governed by OpenAI's terms and conditions and applicable regulations.
- If Members choose to use Iris, the Company acts as the data controller for the data they directly input into Iris or imported into Iris from their profile, if they consent, and the output data.
- This data will be processed according to the terms indicated in the Company's Privacy Policy, through which they can exercise their rights regarding this data.

Conditions for placing Works online - Obligations and guarantees of the seller

YourArt is open to all artists and art galleries operating legally, without selection. All artists, amateur and professional alike, are welcome to sell on YourArt.

To be able to use a Paid Service, Members must have a Personal Account enabling them to access their Member Area. The procedures for creating a Personal Account are set out in the Terms and Conditions, which can be accessed on the Site.

A Member may list a Work in the Catalogue, display it in its Virtual Gallery and/or offer it for sale as a "Seller".

Before any Work is put up for sale, the Seller must have provided the Site with the following information, in accordance with the applicable regulations: his country of residence, his main address, the address of the Work (for delivery purposes) and his bank details (for payment purposes) as well as any legal obligation applicable in his country of residence. The Site reserves the right to ask the Seller to correct these details and/or to provide evidence from an independent source establishing the reliability of the information provided.

In preparation for their first sale in France, amateur artists are invited to apply for a SIRET number: this free and simple procedure can be carried out on the [INPI](#) website (as detailed [here](#), for example). This SIRET number will be requested in the "Account" section.

The Seller writes an advert containing a description of the Work, in accordance with its real and objective characteristics. The Seller declares and guarantees that the Work is not a multiple but an original work of art within the meaning of article 98AII of the French General Tax Code. The Seller is solely responsible for the drafting of this advertisement and will be solely liable for any non-conformity of the Work with the qualities defined in the advertisement. The advertisement must be accompanied by one or more photographs of the Work (not including the frame in the dimensions and the photographs).

The Seller is free to set the sale price of the Work it offers for sale, which must be displayed in euros and include all taxes, including the Company's administration costs. The delivery time for the Work will be communicated to the Buyer via the Site, which is not involved in the delivery itself. This period may not exceed 10 working days from the date of purchase by the Buyer. The Seller will have a maximum of 5 working days to dispatch the Work.

In the context of placing content and/or a sales offer online, the Member declares and guarantees :

- that any online publication or offer for sale corresponds to a good over which it has full and complete ownership and capacity to sell;
- by the mere fact of putting the Sale online and/or offering it for sale, that the content and/or the Work which is the subject of the sale complies with the regulations in force, in particular with regard to the Intellectual Property Code;
- that the content posted online and/or the Work offered for sale and any related information (text, images, sound, etc.) do not infringe the rights of third parties, and in particular intellectual and industrial property rights (copyright, trademark rights, patent rights, trade secrets and any other intellectual property right), and that he/she holds all the copyrights attached to the content posted online and/or to the Work offered for sale;
- that it has the right to reproduce, represent, transmit and transfer the content and/or the Work, and that the latter has not in any way been mortgaged, encumbered or devolved in favour of a third party;
- that the sale is not likely to infringe the rights of a third party;
- that the description of the characteristics and qualities of the Work matches the Work offered for sale;
- that the content placed online and the Work it offers for sale comply with public order and morality, that they are not likely to offend minors, and that they do not infringe any law or regulation;
- that the content it places online and/or the Work it offers for sale are not of a nature to incite racism, xenophobia, anti-Semitism, discrimination, particularly racial, sexual or religious discrimination, hatred or violence, and are not defamatory, insulting or invasive of the privacy or honour of third parties.

In the event of damage during transport of the work, the Seller who made the shipment will be able to provide dated proof of the condition of the work at the time of shipment to the Company in photo and/or video format.

The Company reserves the right to automatically delete, without notice or compensation, any Member's Personal Account in the event of serious and/or repeated breach of these GTC by

the Member, and/or in the event that the Member's behaviour is likely to constitute a breach of the applicable regulations and/or to cause damage to the Site or to third parties.

The Member guarantees and indemnifies the Company, at its first request, against any damage suffered and against any liability action brought against it as a result of the violation of any right whatsoever of a third party, on any grounds whatsoever, or as a result of non-compliance with these GTC, in particular with the above representations and warranties.

Obligations of the Buyer

The Visitor or Member wishing to purchase a Work on the Site ("the Buyer") acknowledges that any acceptance of an offer to sell is made in consideration of the description of the Work for sale and that it constitutes a firm and irrevocable commitment to contract with the Seller under the terms of the offer.

The sale will be deemed complete between the Buyer and the Seller once, at the end of the withdrawal period, the Company has received full payment of the transaction price.

The Buyer accepts that his/her first and last name, delivery address, postal address and e-mail address may be communicated to the Seller, under the conditions set out in the Personal Data Charter.

On receipt of the order, the Buyer undertakes to check the condition of the Work and to express any reservations in writing without delay to the address support@yourart.art, rejecting any Work that does not conform or is damaged.

Any complaint whatsoever relating to a Work purchased on the Site must be sent by recorded delivery letter to the Buyer or the Seller with a copy to the Company for information to the email address support@yourart.art within 5 days of delivery of the Work.

If the Buyer withdraws, the transport costs of returning the work to the Seller will be borne by the Buyer, who must send the work within 5 working days.

However, in the event that the work does not conform to the description given by the Seller on the Site, the return costs will be borne by the Seller.

In the event of non-delivery to the Buyer or in the event of return of the goods to the Seller, the Buyer may not claim any compensation or interest from the Company on any sums immobilised in connection with the sale.

The Company's obligations and liability

The Company publishes a Marketplace on its Site which enables Sellers, after registering on the Site, to enter into contact with Buyers registered on the Site via the Company in order to purchase Works.

The Company is therefore neither the owner nor the seller of the Works, its intervention being limited to that of a technical intermediary. In this respect, the Company reserves the right at any time to modify the graphic environment made available to Sellers, in particular to put their Works online in the Site's "Catalogue", their "Imaginary Museum" or their "Virtual Gallery".

As part of the transaction between the Seller and the Buyer, the Company acts as an intermediary to facilitate and secure the exchanges, and guarantees the execution of the sale against the delivery of payment.

The Company undertakes to collect the amount of the transaction on behalf of the Seller and to forward it to the Seller, after deduction of its management commission, once the legal withdrawal period of fourteen (14) days has expired from the date of confirmation of receipt of the Work ordered by the Buyer.

The Company does not exercise any prior control over the Sales offers published by the Seller from its Member Space.

In the context of its marketplace activity, the Company's liability is that of a content host, within the meaning of article 6-1 and article 6-2 of the Law of 21 June 2004 on confidence in the digital economy.

Sellers who provide information on the Site about the Works they offer for sale are independent of the Company.

The Works offered for sale by the Sellers are done so on their own initiative, and the Company may not be held liable for contributions made by Visitors and Members in the absence of a priori moderation of the content published before it is put online or if, when it has been duly notified of manifestly illicit content (in accordance with the provisions of article 6.5 of the Law on confidence in the digital economy), it has acted promptly to remove it.

The Company cannot therefore be held liable for the contributions made by Visitors and Members, under their responsibility, as the Company is not subject to a general obligation to monitor all the content published by Visitors and Members and stored on the Site, nor to a general obligation to seek out facts or circumstances revealing illegal activities, nor to an obligation to guarantee the accuracy, probity or honesty of the information published by Visitors and Members.

However, the Company reserves the right at any time, in the event of non-compliance by the Member with these GTC, the GCU and/or the regulations in force, to withdraw and/or make non-transferable the content and Sales Offers concerned and to close the Member's Personal Account.

Under no circumstances may the Company be held responsible for the content of the Offers for Sale, for breaches of regulations committed by the Seller as a result of the Works placed online, for the non-conformity of the Work with the description in the advert or for its illicit nature, for the failure to conclude a sale, for the proper performance by the parties of their obligations, for the failure by the Seller to deliver the item to the Buyer, for defects or hidden faults in the Work, and for the risks associated with its transport.

Conclusion of a sales contract between the Seller and the Buyer

The Company acts as a mere technical intermediary in the sole context of making the Site available so that Sellers and Buyers can be brought together.

Consequently, the Company is not a party to the sales contract, which is concluded solely between the Buyer and the Seller, who is the sole Seller of the Work and is solely liable for the obligations arising therefrom.

To place an order, the Buyer selects the Work of their choice on the Site, places it in their basket and identifies themselves (if applicable via their Personal Account). Before confirming their order, the Purchaser undertakes to check the information contained in the order summary, and has the option of correcting any errors in the information entered, as well as checking the delivery costs.

In the event that the Work is no longer available, the Seller undertakes to immediately inform the Company, which undertakes to inform the Buyer within 48 hours, which will automatically result in the cancellation of the order.

Ownership is transferred at the end of the withdrawal period. In the event of non-payment of the full price by the Buyer, at the latest fifteen (15) days after the sale (or after expiry of the legal withdrawal period, if applicable), the sale will be automatically cancelled, and the Work will be put back up for sale on the Site.

In the event that the Seller is unable to send the Work within fifteen (15) days of the deadline announced to the Buyer, the Company reserves the right to cancel the sale and to reimburse the Buyer within eight (8) days of said cancellation. In the event of cancellation of the sale, the Buyer may not claim any compensation other than the amount of the transaction received.

The Seller and the Buyer acknowledge that the transport of the Work is at the Buyer's risk, and that only the Buyer can check its condition on receipt and, on this occasion, make any reservations or complaints to the carrier and to the Company at the address support@yourart.art.

Works returned damaged or soiled by the Buyer will not be taken back or reimbursed, the Company reserving this choice at its sole discretion.

Financial conditions

Members may change their subscription at any time. If the price of the new subscription is higher, the Seller will have to pay the corresponding cost difference only on the remaining days of the current monthly period.

If the Member cancels his/her subscription, he/she will be able to benefit from the services subscribed to until the end of the current month.

The price of the Work paid by the Buyer (hereinafter the "**Price**") includes the price determined by the Seller and displayed in the advertisement, the applicable taxes and the Company's management commission.

Delivery costs are paid by the purchaser of the work. They are calculated at the time of sale and added to the price of the work as part of the total amount paid when the order is placed.

Payment of the Price of the Work by the Buyer to the Seller is made via the payment services made available by the Company on the Site, namely by credit card and bank transfer. The Company uses a secure method of payment, which establishes an encrypted connection directly between the Purchaser and the bank.

The Company collects, in the name and on behalf of the seller, the price of the transaction via the secure electronic payment system set up on the Site.

The Company will send the Seller the price of the sale, less its management commission, on receipt of confirmation from the Buyer that he/she has received the Work ordered within a period of fourteen (14) days corresponding to the legal withdrawal period.

The Seller accepts that payment of the full transaction price may be delayed in such circumstances.

The rate of the Company's Management Commission is calculated on the amount, inclusive of all taxes, of the price of the Work invoiced by the Seller to the Buyer. In return for the services provided by the Company, the Seller authorises the Company, by the sole fact of acceptance of the Offer to Sell by the Buyer and full payment by the Buyer of the price of the transaction, to withhold from the full price a Management Commission of 10% inclusive of tax of the amount of the Work for artists and 5% exclusive of tax of the amount of the Work for galleries.

Taxes due on sums collected by the Seller are payable by the latter, the Company only paying taxes on sums actually collected as remuneration for its services.

Any customs duties, local taxes or import duties that may be payable are to be borne by the Buyer and are the sole responsibility of the Buyer, both in terms of declaration and payment.

Dispatch - Delivery - Invoicing for the Work

The Seller is solely responsible for packaging and shipping the Work to the Buyer.

The various possible delivery methods and the associated costs are indicated when the order is summarized, according to the options proposed by the service provider approved by the Site. Packaging costs depend on the nature of the Work, its dimensions and weight, as well as the place of delivery, and are payable by the Seller. Shipping costs are borne by the Buyer. The Work must be sent unframed (without frame or glass).

The Seller will send the Buyer, via the Site, an invoice that complies with legal requirements, indicating the product sold and the price of the transaction.

In the event that the Artist and the Purchaser agree to hand-deliver the Work, even though the shipping label has been issued, the shipping costs will not be reimbursed.

In the event that the Artist wishes to use a delivery method other than that chosen by the Purchaser and which the Artist has accepted in his or her shipping presets, any additional costs will be at the Artist's expense.

Transfer of copyright

At the time of sale, the Seller transfers to the Buyer the physical medium of the Work. The Buyer's rights in the Work are limited to a right of private use, excluding any right of representation or reproduction.

The Seller retains the moral rights to the Work sold and, unless otherwise stipulated by the Seller, the rights relating to its reproduction and representation.

The Seller guarantees that it is the author of the Work transferred, that the Work in no way contravenes the laws, regulations and standards in force and that it does not infringe the rights of third parties. The same applies to photographs or videos of the Work that the Seller decides to make available on the Site, of which the Seller guarantees that he is the author or, failing that, that he has been duly authorised by the latter.

The Seller undertakes to guarantee the Company, as well as the Buyer in the context of the guarantee of eviction, in the event of recourse by a third party concerning the Work transferred and/or the photographs or videos associated therewith by the Seller, which may be placed online in the "Catalogue" of the Site, the "Imaginary Museums" of the Members or

the "Virtual Gallery" of the Seller, and used by the Company for the promotion of the Site, the Company and/or the Seller and/or its "Virtual Gallery" on all media and by all means such as online electronic communication networks, metavers, press, posters, for the entire period of use of the Site by the Seller and an additional period of 36 months from the date on which he/she terminates his/her membership.

If the Seller is a gallery, it declares and guarantees that it has been mandated by the author of the Work, is acting on behalf of, in the interest of and with the authorisation of the latter, and accepts in this capacity the terms hereof.

Art galleries are structures with a place open to the public where works of art are exhibited and sold.

The gallery declares and guarantees that it has been commissioned by the author of the Work, is acting on behalf of, in the interest of and with the authorisation of the latter, and accepts in this capacity the terms and conditions herein.

Right of withdrawal

The Purchaser has a period of 14 days from receipt of the Work ordered to exercise his/her right of withdrawal, without having to justify his/her decision or pay a penalty.

The Buyer shall exercise his/her right of withdrawal directly with the Company by sending an email to support@yourart.art.

The Company will then be responsible for notifying the Seller and informing the parties via the Site of the conditions of return. The costs of return are to be borne by the Buyer unless the work does not conform to the description made by the Seller on the Site. The Company will order the transport and send the instructions for sending the work to the Buyer. In all other cases, the Buyer must send the work within 5 working days at his own expense.

The refund will be made directly by the Company to the Buyer.

The Work must be returned in perfect condition by the Buyer, in its original packaging, accompanied by any accessories and documentation.

The Buyer acknowledges that, pursuant to the provisions of Article L. 221-28 of the French Consumer Code, the right of withdrawal may not be exercised, except in the specific case of a defect in the product upon receipt:

- for the supply of goods made to the Customer's specifications or clearly personalised;
- for the supply of goods whose price depends on fluctuations in the financial market beyond the control of the Seller and which may occur during the withdrawal period.

Personal data

The personal data collected and gathered by the Company will be processed in accordance with the Charter for the Protection of Personal Data and in compliance with Law No. 78-17 of 6 January 1978 as amended (known as the "Data Protection Act") and the General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR").

The Charter is accessible at all times on the Site by clicking on this [link](#).

Claims

Members may send their complaints to the Company by post to the following address:

YOURART

36, rue Raspail

92300 Levallois-Perret

And by e-mail to the following address: **support@yourart.art**

In the event of a complaint, disputes will be settled directly between the Buyer and the Seller. The Seller shall use its best endeavours to resolve any dispute with the Buyer amicably.

Applicable law - Jurisdiction

The GCS are governed by French law and are subject to the jurisdiction of the French courts.

In the event of a dispute arising from the interpretation or performance of the GTC, the Visitor or Member may have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

In the absence of an amicable settlement, the Commercial Court of Paris shall have sole jurisdiction to hear any dispute with the Company relating in particular to the formation, performance, interpretation, termination or rescission of the contract, including protective proceedings, emergency proceedings, summary proceedings, third-party appeals, petitions or multiple defendants.

Partial nullity

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