

GENERAL TERMS OF USE MOBILE APP / WEBSITE – ARTNOLENS™

These general terms of use govern the relations between the public limited company «ARTNOLENS NETWORK S.A.» established in and with registered office at L 3895 Foetz, 2, rue du Commerce, represented by its current board of directors, registered at the registre de commerce et des sociétés under nr. B 191.387, hereafter referred to as «ARTNOLENS» and the Internet users and creators using the services available on the mobile App and on the artnolens.com website of which ARTNOLENS is the exclusive owner.

1. DESCRIPTION OF THE ARTNOLENS PLATFORM.

ARTNOLENS offers on his mobile App «ARTNOLENS» ARTNOLENS offers on its website «artnolens.com» a platform for exchange between creators – also called «Artsist» – and Internet users, also called «Fans». The platform is made of 5 main sections:

EXPLORE

This is the main feed, made of the artworks and news published by the community. These contents can generate comments, get Timerlikes et can be shared (inside and outside the App / website).

This feed has 2 different display modes:

- On display: artworks / news that are boosted by Timerlikes for a limited time.
- Latests artworks: display of the most recents artworks published on ARTNOLENS.

NOTIFICATIONS

This section compile all the notifications received by the user. Examples: new message, news artwork published by a followed Artist, Timerlike. Notifications preferences can be managed (enabled / disabled) by the user: Account / Settings.

ARTBOOK

The Artbook is the heart of ARTNOLENS. It's made of 3 areas:

- **NEWS**: this is the news from users (Artist and/ or Fan) and their statistics, as their ranking, number of followers, number of Artbook views,
- **ARTBOOK**: all the artworks published by the Artist. The «COLLECTION» view displays artworks classified by theme.
- **FOR SALE**: this is all the artworks published by the Artist, that are available for sale.

The Artbook can be shared (inside and outside the App / website)

MESSAGES

This section compile the messages sent between users («FRIENDS» tab). This section allows to manage discussions / negotioations about arworks for sale («MARKET» tab). Messages can be deleted.

ACCOUNT

Allow the user to manage his preferences and account settings.

2. SCOPE OF THE GENERAL TERMS OF USE OF THE ARTNOLENS PLATFORM.

These general terms of use published on the website artnolens.com apply to the contractual relations between ARTNOLENS, on the one hand and Internet users and creators, on the other hand.

The use of the services available on the mobile App and on the website «artnolens.com» implies the full and unreserved adhesion of Internet users and creators to the Luxembourg law and in particular to the provisions of the Consumer Code as well as to the present general terms of use.

3. PERSONAL DATA.

3.1 DATA ENTRY.

The use of some services requires the creation of a user account from the user and / or the creator. Internet users and creators are responsible for the use of their account and of the personal data they disclose on the App and / or the website «artnolens.com». The Internet user and the artist commit themselves to provide accurate and complete information.

3.2 DATA PROTECTION.

The personal data collected by ARTNOLENS when using the mobile App and / or the website «artnolens.com» and when registering the Internet user and / or the creator are collected in strict compliance with the data protection rules in accordance with the laws in force in Luxembourg.

By creating an ARTNOLENS account, the Internet user expressly agrees to the processing of his / her data for the purpose of performing the service.

The data is retained as long as necessary and relevant to the performance of our services to you. In addition, we may store personal information of closed accounts in order to comply with national laws, recover due costs, resolve disputes, deal with technical problems and take any other action authorized or required by applicable national laws.

3.3 DATA ACCESS RIGHT CORRECTION AND WITHDRAWAL.

The Internet user and / or the creator have a right of access, correction and withdrawal of all the data collected by ARTNOLENS about themselves.

Any modification request must be made in writing, signed by the Internet user and sent to the following email address: support@artnolens.com

The Internet user can also update his own data in the «ACCOUNT / Manage my account» section of the App or in the «My Account» section, on the website.

3.4 COOKIES

When using our App and / or browsing our website and using our services, we collect and process data relating to your browsing (including cookies, IP address, pages you visited and searches you made), and to your terminal (type of browser used, model and version of your operating system, resolution of your screen, presence of some plug in, ...). This data will be used on the one hand to adapt our services to your needs and on the other hand to make statistics of use of our services to make them more relevant.

We collect your data especially when:

- you create your personal account ;
- you use our App ;
- you browse our website and explore our products and services.

We use your personal data to:

- allow you to use our services ;
- get in touch with you give you support if needed ;
- establish statistics and counts of attendance and use of the various sections and contents of our mobile App, website and our services in particular in order to adapt the said sections and the said contents according to your navigation.

We NEVER transmit or sell your personal data to tierce business or organization.

3.4.1 Your consent and rights.

By browsing our website artnolens.com, you agree to the use of cookies on your browser.

We draw your attention to the fact that you have the right and the choice not to accept the use of all or part of the cookies on your browser. The choices you made can be modified at any time.

Most browsers are set to accept cookies. You can limit or block cookies by changing the settings of your browser. For clear information by browser type you can visit the following sites: youronlinechoices, Network Advertising Initiative and / or Digital Advertising Alliance. For the procedure applicable to your mobile phone browser, please refer to your phone manual.

We inform you that disabling the cookies we use could have implications on the comfort of your navigation.

3.4.2 What are cookies?

Cookies are text files installed on your browser when you visit our websites and services subject to the choices you made (see above) and which will be used to recognize your device when you log in to our website or to one of our services in order to:

- compile statistics and counts of attendance and use of the various sections and contents of our mobile App, website and our services enabling us to carry out studies to improve the content and to ensure the tracking and the basis of the billing of our advertising space.
- store the display preferences of your device (language, display settings) and to take them into account when visiting our site and our services according to the graphic charter and the visualization or player softwares of your device.
- store information relating, for example, to a form you have filled in or to a service or information you have chosen.
- implement security measures, for example when you are asked to connect again to a service after a certain period of time.
- enable you to access restricted and personal spaces of our mobile App, website or services, such as your personal account, on the basis of personal data you previously gave us.

For more information about the cookies we use, please contact us by email at support@artnolens.com.

3.5 PAYMENT SECURITY CONCERNING THE SALE OF ARTWORKS.

The Internet user and / or the creator using the payment services offered by financial institutions, in particular the STRIPE payment system or any other banking payment system selected by ARTNOLENS, undertake to respect the terms of use of these payment services.

ARTNOLENS is committed to provide Internet users and creators with secure means of payment. However, ARTNOLENS, being neither the owner nor the administrator of these systems, cannot be held liable for the breach of the secured systems by an unauthorized third party.

4. TERMS OF PUBLICATION AND SALE OF ARTWORKS BY CREATORS.

4.1 PUBLICATION OF ARTWORKS.

The creators guarantee that they hold all rights and in particular all the intellectual property rights on the artworks they post on the platform on the mobile App and / or on the «artnolens.com» website.

Internet users acknowledge that the reproduction of the artworks published on the ARTNOLENS platform cannot guarantee a perfect similarity with the original artworks, in particular with regard to the copying scale and colors.

4.2 SALE OF ARTWORKS.

The purchase and sale of an artwork through the ARTNOLENS platform (mobile App and / or website) are reserved for the Internet users and adult creators having the legal capacity to engage.

The buyer Internet user agrees to read the full advertisement before making an offer or buying an item. He accepts to enter into a legally binding contract when committing to buy an artwork. If the Internet user considers he is not sufficiently informed, he may, prior to any purchase, inquire with the creator.

ARTNOLENS is not and does not become, for any reason what soever, a co contracting party of the creators and / or the Internet users. ARTNOLENS is not and does not become, in any way, the commercial agent or an intermediary of creators and / or Internet users.

ARTNOLENS does not guarantee the quality, the conformity or the legitimacy of the sold artwork and cannot be held responsible in case the artwork is not original or shows any defect.

For each transaction, ARTNOLENS takes a commission equivalent to 9% of the price of the artwork.

4.3 PRICING.

Creation an ARTNOLENS account is totally free. For every member.

Pricing may be subject to change. These changes apply with immediate effect to new subscribers. Existing members keep their free account, without any kind of limitation.

Cette gratuité est susceptible de modifications ultérieures. Ces modifications s'appliqueraient avec effet immédiat aux nouveaux membres. Les anciens membres conserveront la gratuité, sans limitation.

Members can deleted their account, at any time, without notice.

4.4 ARTWORK PRICE AND DELIVERY.

Subject to the payment of the artwork, which includes VAT, in case it is due, the packaging, transport and / or shipping and insurance costs, the creator commits to deliver the artwork at the address indicated by the Internet user and within the period agreed upon between the parties and at the latest within 30 (thirty) days.

The creator will make sure to choose a delivery method that guarantees the perfect condition of the artwork.

ARTNOLENS is not responsible for errors made by the Internet user when ordering the artwork or for delays in delivery or possible deterioration of the artwork occurring during delivery.

If the artwork reaches the Internet user in a deteriorated state he will return the artwork to the creator at the expense of the latter in accordance with the provisions of Article 4.5. of these Terms of Use.

4.5 WITHDRAWAL.

In accordance with the provisions of articles L.222 1 of the Consumer Code relating to distance contracts, the Internet user benefits from a period of 14 (fourteen) working days from the conclusion of the contract to exercise his right of withdrawal on any durable medium and return the artwork to the creator for exchange or refund.

Any request to cancel the subscription contract must be notified to ARTNOLENS by clear statement (for example by registered mail with acknowledgment of receipt, fax or email). The contact details of ARTNOLENS are as follows:

Artnolens Network S.A. · Technoport 2, rue du Commerce · L-3895 Foetz
Email : support@artnolens.com

The subscriber may also withdraw using the «Support» section. The creator shall reimburse the user within 30 (thirty) days at the latest. This deadline runs from the day the creator has received notice of the Internet user's withdrawal. The Internet user must return the artwork to the creator at his own expense and in perfect condition or in the condition in which it was delivered to him. After the expiry of the 14 day notice period the creator is no longer obliged to accept any withdrawal.

ARTNOLENS, as an intermediary, cannot be held responsible in the event of non compliance with the withdrawal procedure and its deadlines.

5. INTELLECTUAL PROPERTY.

ARTNOLENS is the exclusive owner of the trademark «ARTNOLENS» and benefits from copyright on the concept and the implementation of its mobile App and website «artnolens.com».

Any reproduction or commercial exploitation of the trademark ARTNOLENS and the copyrights on the work consisting in the ARTNOLENS website are prohibited.

6. MAINTENANCE AND CLOSURE OF THE PLATFORM.

ARTNOLENS will use all necessary means to ensure the continuance and the quality of the services of its mobile App and website «artnolens.com».

In the event of a service interruption of the platform, ARTNOLENS will use all reasonable means to address it as soon as possible, without the Internet user or the creator being able to claim any prejudice.

ARTNOLENS, wishing to make an impeccable tool available to Internet users and creators, reserves the right to modify the website for improvement. However ARTNOLENS does not guarantee the sustainability of its platform. In case of closure of the platform neither the Internet user nor the creator can claim any prejudice.

7. GUARANTEES, MONITORING AND CLAIMS.

ARTNOLENS brings no guarantee as to the artworks published, broadcasted or sold on its website by creators.

ARTNOLENS does not monitor artworks and therefore does not likely exercise any prior control over the type, content or target of the artworks published by the creators.

ARTNOLENS does not incur any liability of any kind whatsoever in the event of abusive, illicit or illegal use of the services of its mobile App and / or website by Internet users and / or creators.

Some artworks being addressed to an informed public, the access to the ARTNOLENS website is exclusively reserved for people aged 18 or over, on the day of their registration.

Complaints about the type, content or target of the artworks published by the artists should be addressed to ARTNOLENS at the following email address: support@artnolens.com

ARTNOLENS reserves the right to withdraw without notice any content contrary to these terms of use and the laws in force in the Grand Duchy of Luxembourg. In this case, the paid subscription fees are non refundable.

8. DESACTIVATION AND DELETION OF ACCOUNTS.

In the event of a breach from the Internet user and / or the creator whether in contract (in particular default of payment or delivery) or tort, ARTNOLENS shall be entitled to deactivate and delete the user and/or creator's account, in addition to possible damages and / or legal proceedings before the competent courts. Before the final deletion, the party whose ARTNOLENS account is deactivated will be notified by e mail to enable him to enforce his rights towards the other party.

9. MODIFICATION OF THE GENERAL TERMS OF USE.

ARTNOLENS reserves the right to update or modify at any time the terms and conditions of these general terms of use.

10. FORCE MAJEURE.

In case of force majeure ARTNOLENS is released from all its obligations towards Internet users and / or creators.

11. DROIT APPLICABLE - ATTRIBUTION DE JURIDICTION.

The interpretation and the execution of the present general terms of use are exclusively subject to the Luxembourg law.

In the event of a dispute likely to arise in connection with these general conditions or with the acts resulting therefrom, the parties shall endeavor to find an amicable solution.

In the absence of an amicable agreement, the courts of Luxembourg shall have exclusive jurisdiction to resolve the dispute.