

General terms of use of the internet platform - ARTNOLENS –

These general terms of use govern the relations between the public limited company "**ARTNOLENS 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 169.457, hereafter referred to as "ARTNOLENS" and the **Internet users** and **creators** using the services available on the "**artnolens.com**" website of which ARTNOLENS is the exclusive owner.

1 DESCRIPTION OF THE WEBSITE "ARTNOLENS.COM".

ARTNOLENS offers on its website "artnolens.com" a platform for exchange between creators and Internet users, also called "fans".

The platform is composed of six modules namely:

- **Artnolens Collection:** This module, equivalent to a virtual gallery, gives the opportunity to any creator to publish his artwork.
- **Artnolens Live Connect:** This module gives the opportunity to any creator to connect a "live cam" (+ live chat + message) in his workshop
- **Artnolens Observer:** This module gives the creator the opportunity to follow in real time a "web reporting" on the data of his own fan base.
- **Artnolens Transaction:** This module gives the creator the opportunity either to be sponsored or to sell his artwork directly.
- **Artnolens Artist Quotation:** This module gives fans the opportunity to rate creators by means of an index composed of various criteria.
- **Artnolens Auction:** This module enables the auction of artwork organized by the platform.

Two types of account are proposed by the ARTNOLENS platform:

- "Creator" account;
- "Fan" account.

These accounts may only be opened by non-professional natural persons.

A "Gallery" account is available for professional gallery owners. The opening of such an account must be requested by email to the following address: contact@artnolens.com

ARTNOLENS does not acquire any ownership rights in the artworks published by the creators on its website.

2 SCOPE OF THE GENERAL TERMS OF USE OF THE "ARTNOLENS.COM" WEBSITE.

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 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 Internet 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 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 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 "My Profile" section on the website.

3.4 COOKIES.

When 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 browse our website and explore our products and services,

We use your personal data to:

- enable you to use our services.
- establish statistics and counts of attendance and use of the various sections and contents of our website and our services in particular in order to adapt the said sections and the said contents according to your navigation.

3.4.1 Your consent and rights.

By browsing this website, 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 point b 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 site 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 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 FOR MONTHLY SUBSCRIPTION AND AUCTIONING.

The Internet user and / or the creator using the payment services offered by financial institutions, in particular the PAYZEN 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 "artnolens.com" website.

Internet users acknowledge that the reproduction of the artworks published on the platform on "artnolens.com" website 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 platform on "artnolens.com" 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 or when participating in an auction for which he is the best bidder (if the bid is accepted by the artist). If the Internet user considers he is not sufficiently informed, he may, prior to any purchase, inquire with the creator.

In the context of auction sales, the artist can define a floor price for his artwork. This price is not necessarily communicated to the public.

When the floor price is reached, the sales contract is regarded as entered into with the best bidder.

The artist undertakes to fulfil his obligations, in particular his obligation to deliver, in connection with the sale made with the Internet user.

ARTNOLENS is not and does not become, for any reason whatsoever, 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.

4.3 TARIFFS.

The creation of a "FAN" account is always free of charge.

The creation of an "ARTIST" account is also free of charge ("Basic" option). An upgrade to a "Standard" chargeable option can be made in the "My Subscription" section.

Rates are subject to change. These changes apply with immediate effect to new subscribers and to other subscribers on the date of renewal of their subscription.

Subscriptions are tacitly renewed from month to month. Creators and Internet users may at any time terminate their subscription without notice, however in this case the current month of subscription is due.

Subscriptions are payable via secure payment services provided by ARTNOLENS.

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 e-mail). 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 a mere 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 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 WEBSITE.

ARTNOLENS will use all necessary means to ensure the continuance and the quality of the services of its website.

In the event of a service interruption of the website, 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 website. In case of closure of the website 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 incur any liability in case the Internet users and / or creators suffer customers, data or information stored on the website losses or profits, in particular as a result of the use of the "Artnolens Artist Quotation" module.

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 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 DEACTIVATION 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 GOVERNING LAW - COMPETENT JURISDICTION

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.