

## VEYA PROD – MY AGEND'ART

• 1st BACKBONE NETWORK OF ARTS • SOCIAL NETWORK • MY AGEND'ART • MA'A\*

153, RUE DU FAUBOURG SAINT-DENIS • PARIS 75010 • FRANCE

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# TERMS AND CONDITIONS OF USE OF THE MY AGEND'ART SOCIAL NETWORK

## ARTICLE 1

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### TERMS AND CONDITIONS OF USE, OR "TCU"

The following Terms and Conditions of Use, hereinafter referred to as "TCU", are designed to define the conditions and the arrangements of use of the mobile application and of the interactive online service entitled "MY AGEND'ART," « MA'A\* », or "MON AGEND'ART" in the French version, which federates networks of artists in a centralized digital space.

This Backbone Network of Arts, otherwise known as the Federator of Artists or the artistic professional network, is "MY AGEND'ART". This denomination shall be partially referred to as such in the TCU that follow below.

#### The following TCU are concluded between:

-  VEYA PROD company, a limited liability company having its head office at the address 153, Rue du Faubourg, Saint-Denis, Paris (75010), France, and registered in the Register of Commerce and Companies of PARIS under the number 499 353 738,
-  and the User, defined as any physical person who accesses and navigates the website and/or the mobile application of MY AGEND'ART.

**IT IS IMPORTANT TO READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF USE OR TCU BEFORE USING MY AGEND'ART MOBILE SOFTWARE AND ITS WEBSITE SINCE ANY USE OF THIS SOFTWARE AND SOCIAL NETWORK MUST BE DONE AFTER THE USER'S CONSCIOUS AGREEMENT WITH THE FOLLOWING TERMS AND CONDITIONS OF USE OR TCU.**

 The last updated version of TCU is included in the MY AGEND'ART mobile application. It can be also downloaded and/or consulted via its website:

 [MONAGENDART.COM](http://MONAGENDART.COM)



## ARTICLE 2

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### PRESENTATION OF THE ARTISTIC PROFESSIONAL NETWORK MY AGEND'ART

#### 2-1: Description of the service

[MY AGEND'ART](#) is a collaborative artistic professional network that is hosted on a website, developed for smartphones and/or tablets using iOS and Android mobile operating systems, and represented in the form of a mobile application downloadable via the digital distribution platforms App Store and GOOGLE PLAY. Set up by the company VEYA PROD, this network promotes itself as « *the 1st Backbone Network of Arts created by Artists for Artists* » and presents itself as a free online service that provides indispensable tools for an efficient contact with Galleries, Critics, Designers, Curators, Agents, Traders, Collectors, Students, Art Enthusiasts and more. In other terms, MY AGEND'ART is an e-cultural innovative concept that federates an artistic community and a space for international exchanges in real time.

The Backbone Network entitled MY AGEND'ART offers a permanent service that allows all Users to consult the catalogue of different work collections exposed for cession by the Artists and all the participants of the Art market who are signed up to the network. The network also enables the Users to compose buying, loaning, and service delivery offers intended for potential clients.

The use of the MY AGEND'ART service with the intention of exposing artwork, composing wishlists, communicating with the participants of the art-world, sharing events and more, implies the creation of one of the two following User accounts:

-  *Artist Profile;*
-  Profile excluding any artistic activity, or *Enthusiast Profile;*

The choice entirely depends on the aim of the natural or legal person desiring to log in to the MY AGEND'ART network. As for the functionalities, their division is specified by the choice of the natural or legal person; the division details are the object of the sub-article 2-1-1. Either way, the creation of the User account, whichever type it is, requires personal data such as the last name, the first name and the date of birth. Without this data, the account cannot be created.

The use of the Users' personal data is governed by Article 8 of the presented TCU. Any natural person can thereafter install MY AGEND'ART, or the artistic professional network, on his/her mobile device by downloading it from App Store and/or GOOGLE PLAY under reserve that he/she is suitably settled with his/her mobile provider.

#### 2-1-1: Nominative distribution of the key-functionalities

**The Artist Profile gives access to the following functionalities:**

**E-sales system** opens access to the exhibition of works in the Artist Profile. This system is a tool for the promotion of the exhibitor's unique signature. Thus, the MY AGEND'ART Backbone Network conflicts and refuses any internal financial operation and any obligations and consequences that follow; in this context, an e-sale only emulates the sales process and the reservation by linking the exhibitor and his/her potential clients. More broadly, the operations for payment, delivery and reception as well as, if need be, right of withdrawal, are discussed via the MY AGEND'ART mailing service and are performed on external services.



**The statistics base** reunites and makes available the targeted participation rates as well as the quantity and the nature of interactions with your Artist Profile. These statistics are freely searchable on the MY AGEND'ART website.

**The Enthusiast Profile gives access to the following functionalities:**

**E-requests** system that enables, on one hand, to order Contemporary Art works without intermediaries or commissions, and on the other hand, to build trust in a more direct manner with the creators of the artistic objects.

**Lists of favorites** that enable to compose wishlists, or wish lists, that are then shared among all the Users of the network. These lists are a part of the e-sales feature and create the commercial demand-offer process.

**Autonomous Messaging Service** is the place of exchange specifically created to discuss cultural events, Contemporary Art, the prices of works and personalized delivery conditions directly with the participants of the modern Art market.

**SMS, Facebook or e-mail sharing** of the events and publications made in the MY AGEND'ART Backbone Network.

**TOP-3 BUZZ** that regroups the most shared publications in the last 24 hours and that is visible to all Users without exception.

**Subscriptions** that enable you to stay informed about the news of your favorite Artists, the fans, the clients and the entire MY AGEND'ART artistic community.

## 2-2: Service messages

As a part of the MY AGEND'ART features, the User receives push notifications, SMS, MMS, e-mails, alerts or other types of messages whether it be inside or outside the MY AGEND'ART mobile application or its website.

It is specified that the User is in capacity to enable and disable that feature *via* his/her account on the MY AGEND'ART website and/or in the settings of the MY AGEND'ART mobile application.

Furthermore, some of the messages can be linked to the User's account, subscription, geolocation, and preferences. Also, the User may be charged for these pop-up messages by the mobile provider depending on the User's mobile phone subscription. THE USER IS SOLELY RESPONSIBLE FOR ALL POTENTIAL COSTS OF (PHONE) COMMUNICATION RESULTED BY THE MESSAGES FROM MY AGEND'ART ONLINE SERVICE USAGE.

## 2-3: Free access

MY AGEND'ART website:

 [MONAGENDART.COM](http://MONAGENDART.COM)

and the MY AGEND'ART mobile application are available free of charge to all Users. The basic features are 100% free. Nevertheless, VEYA PROD company reserves the right to offer an additional subscription plan with pay-custom options later. Thereby, VEYA PROD holds the right to invoice such a form of its services.



In the event that the additional formula with the customized pay-per-use options of the MY AGEND'ART network software would be released and priced, the MY AGEND'ART shall become a commercial piece of software. In such a case, VEYA PROD commits itself to communicate the subscription prices to the User beforehand by sending an e-mail to the address specified when creating his/her account.

The User shall then be free to choose whether to start a paid subscription or not.

## **2-4: Advertisement in the MY AGEND'ART artistic professional network**

VEYA PROD holds the right to integrate advertisements on the loading screen of the MY AGEND'ART mobile application. It could be an advertisement of any format used online and on mobile devices, such as banners, text ads, keywords, interstitials, movie sequences, animated sequences and so on.

## **2-5: Matter and opposability of a Work's cession**

The mobile application, the website and the provided tools have the purpose to present the Artists' Works to all Users of the network, also referred to as Potential Buyers, and to give them the possibility to discover and purchase works online directly from the Exhibiting-Artist, without commitments or commissions. The following sub-chapters define the rights, obligations, methods and conditions of e-sales and e-order of the exposed Works in the Artists' Profiles on the MY AGEND'ART Backbone Network. By definition, MY AGEND'ART is not in any way a reseller of the Works proposed by the Artists via the MY AGEND'ART network. Furthermore, MY AGEND'ART serves as a simple intermediary; as part of the provision of the mobile application and the website, the service uniquely provides the author's or reseller's contact details, with the aim to link the User and the Artist.

**As a consequence, MY AGEND'ART and VEYA PROD company are in no way part of the sales contract concluded between the artist and/or reseller and the client, the former being the only adjudicator of the Works and the only one bound to the resulting obligations.**

### **2-5-1: Intellectual property of the Works for cession**

The Artist, exhibiting a Work on his/her Artist Profile and having the intention to sell a Work at a fixed price, guarantees that he/she is the author and/or owner of the Work, that the Work does not in any way violate the law, regulations or ethical norms in effect and that it does not jeopardize the rights of any other third, legal or natural persons. By the guarantee of eviction, the Artist commits to guaranteeing to MY AGEND'ART, VEYA PROD and the User the possession of right of intellectual property, including the artistic and literary property, in the event of legal proceedings initiated by a third party concerning the Work earlier ceded to a person other than the User. In addition, during the cession, the Artist cedes the material support of the Work and his/her rights of representation over the Work to the User. The Artist keeps the moral right over the ceded Work as well as the rights concerning its reproduction.

### **2-5-2: E-order of a Work to be ceded**

Each proposed Work is accompanied by its approximative visual and a brief descriptive form that includes information relative to its support, dimensions, weight and nature. The Works are proposed for cession as a part of the e-orders system developed by VEYA PROD and implemented in the MY AGEND'ART Backbone Network. The system acts indirectly on the purchase-sales process of the Work, meaning that the MY AGEND'ART policy refuses all commercial approach inside the MY AGEND'ART network. The Artists and the Creators, possessing a Work, can expose it on their Artist Profile. Any MY AGEND'ART User can then order the available Work and settle the conditions of sale, such as the price, payment, shipping fees and personalization of the product, via the MY AGEND'ART messaging service specially created for this type of



procedure. The sale is completed via external payment and shipping services, not via the MY AGEND'ART network. More broadly, MY AGEND'ART does not provide any functionality for the completion of such a procedure and holds no responsibility or obligation concerning the completion of shipping and/or payment operations. In order to order a Work, the User must select the Work of his/her choice and place it in his/her basket or the "Favorites" section via his/her User account where identity is undersigned. In order to finalize an order, the User must get in contact with the Exhibiting-Artist to provide details concerning the nature of the order, discuss the shipping fees, check the information in the order summary, correct potential errors in the personal data entered and confirm the order.

## **2-5-3: Price of the Work to be ceded**

The cession price of a Work is purely indicative. Displayed on the Artists' Profiles, the price is determined by the currency chosen by the User of the MY AGEND'ART network and does not include taxes, therefore it is likely to vary. The aim of MY AGEND'ART is not to commercialize Art held by Exhibiting Artists but to promote the very Exhibitors.

## **2-5-4: VEYA PROD's responsibilities in the event of force majeure**

VEYA PROD cannot be held responsible in the event of non-fulfillment or poor fulfillment of an e-order that is due, whether it be because of the Exhibitor or a case of force majeure. It is recalled that MY AGEND'ART is the online service that links natural or legal persons interested in the purchase and sale of works of art. *De facto*, the representative of such a service has no legal obligation towards the persons in question.

## **ARTICLE 3**

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### **REGISTRATION CONDITIONS**

#### **3-1: To whom the registration may be held possible**

**The usage of the MY AGEND'ART online service, or of the artistic professional network, is reserved for:**

-  Any legal adult of full capacity, or possessing the authorization from his/her legal representatives,
-  Children under the age of majority who dispose of an authorization of a legal representative,
-  Any legal entity, or a physical person who has the legal capacity for contracting in the name and on behalf of a corporation.

VEYA PROD holds the discretionary right to refuse the registration of any person who does not comply with the presented TCU, without any possibility to incur a liability in any manner whatsoever.

#### **3-2: Creation of the User Account**

In order to use the MY AGEND'ART artistic professional network and therefore detain a mobile



application, and one of two possible profiles, one is supposed to be logged into a user account, hereinafter referred to as "User Account." The registration requires private data such as the date of birth, and the last and first names. Otherwise, the User Account could not be created.

Moreover, some future functions of the network would require the creation of a full User Account. Thereby, confidential information is requested to access such advanced functions.

The User agrees to provide accurate and truthful information.

In the case of disregard of this general requirement of loyalty, VEYA PROD holds the discretionary right to delete the created User Account without notice.

It is reminded that the equipment, like smartphones or tablets, with which the access to the MY AGEND'ART mobile application, or the artistic professional network, is possible, is the responsibility of the User. The same concerns the telecommunication costs incurred by their use.

The User agrees to keep his/her login and password secret, as they are confidential and personal. VEYA PROD cannot be held responsible for the loss of User's login and/or password.

The User is solely responsible for the fraudulent or non-fraudulent use of these by third parties.

Thus, if the User believes that someone is using his/her User Account, he/she must immediately inform the VEYA PROD services by e-mail using the contact link located at the bottom of MY AGEND'ART website:

 [MONAGENDART.COM](https://www.monagendart.com)

Or, directly via the e-mail address: [contact@monagendart.com](mailto:contact@monagendart.com)

Finally, it is stated that any User has the right to hold only one User Account at any given time.



## ARTICLE 4

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### OBLIGATIONS OF THE PARTIES

#### 4-1: The User's obligations

**In the framework of usage of MY AGEND'ART services, the User is obliged:**

- 📄 To provide, under the duty of loyalty, the accurate and truthful information to VEYA PROD, including third parties if necessary;
- 📄 To use the MY AGEND'ART website and the respective mobile application, or the artistic professional network, according to the described TCU document;
- 📄 Not to disassemble, decompile or perform any reverse engineering or other such operation to access the source code of the MY AGEND'ART artistic professional network;
- 📄 To check the holding arrangements of all intellectual and industrial property rights, or otherwise, authorizations and licenses thereunder, relating to content, such as and not limited to, graphic designs, text, audio or audiovisual content that he/she intends to use, distribute, or publish via MY AGEND'ART mobile application, so that VEYA PROD could not be held liable in this regard;
- 📄 Not divert the finality of MY AGEND'ART services with an intention to commit crimes, misdemeanors or petty offenses punishable under the Penal Code or any other law;
- 📄 Not to use MY AGEND'ART mobile application, or the artistic professional network, to publish texts, videos, photographs, music and/or any other content contrary to the laws, regulations, or morality principles. It concerns specifically the infringing content, texts or any other libelous or defamatory media that would constitute discrimination, hate incitement, violence, invasion of privacy, or endangerment of minors;
- 📄 To respect the privacy of third parties and the confidentiality of exchanges between Users;
- 📄 Not to attempt to divert traffic to another website or competitor service;
- 📄 Regarding the article 323-1 under the Criminal Code, not to attempt to harm, intentionally or unintentionally, the automated data systems put in place to the use of the MY AGEND'ART artistic professional network.

Under any circumstances, VEYA PROD holds the right to remove or edit any information brought to its knowledge and that it considers inconsistent with the ethics of MY AGEND'ART, and the legal rules in force, particularly those of France.

#### 4-2: VEYA PROD's obligations

VEYA PROD company has an obligation of means. Obligation of result and reinforced obligation



cannot be put under its responsibility.

In agreement with the Article 6 of the French law 2004-575 of 21 June 2004, VEYA PROD company, as the web host, shall promptly intervene upon the reception of notifications to remove or to restrict the access to all comments, photographs or other patently illegal content uploaded by the User into the User's sharing space.

In agreement with the French law of June 21, 2004, for confidence in the digital economy (called LCEN Law number 2004-575, and more particularly the Article 6 of the stated law), **it is specified that a notification is valid only if it includes all of the following elements:**

-  *If You are a physical person: Your First, Middle, and Last names, home address, nationality, date and place of birth, profession, Your telephone number, Your fax number if relevant, Your e-mail address, and if You are bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des Métiers", Your registration number.*
-  *If You are a legal entity: the business denomination and address of the headquarters, the telephone number, registered office and fax numbers of the business, the First and Last names of the contact who is entitled to act on behalf of the legal entity, the e-mail address, and if the legal entity is bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des Métiers," the registration number, the capital amount, and the address of the headquarters.*
-  *Under any circumstances, the date of notification, the description of the facts in dispute and their precise location, the reason to restrict the access to the content in question, including the mention of legal provisions as well as proof of the fact, the copy of the correspondence addressed to the author or publisher of the disputed information or activities requesting their interruption, withdrawal or modification, otherwise the justification for what the author or publisher could not be reached.*

In addition, the article 6 of the same law emphasizes that abusive notifications shall be punishable by one-year imprisonment and a €15,000 fine.



## ARTICLE 5

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### USER ACCOUNT TERMINATION

The termination of a User Account results in the deletion of all User's personal data held by VEYA PROD.

Nevertheless, the termination does not lead to automatic deletion of the MY AGEND'ART mobile application installed on the User's mobile device as, in order to terminate the account, the specific conditions of use (those of the mobile device) should be applied.

#### 5-1: Termination at User's initiative

The User can unsubscribe from MY AGEND'ART services at any moment and by his/her free will. In such a case, the User must request the termination of his/her account at any time and without stating any reason.

**This termination request is made via the e-mail address that can be found at the bottom of the MY AGEND'ART website:**

 [MONAGENDART.COM](mailto:MONAGENDART.COM)

Or, directly via the e-mail address: [contact@monagendart.com](mailto:contact@monagendart.com)

By such, the User Account shall be deactivated and his/her personal data destroyed within a period of 5 (five) working days after receiving the termination request.

#### 5-2: Termination at VEYA PROD's initiative

VEYA PROD company can terminate the User Account without notice nor prior formal demand in case of violation of these TCU.

This termination shall rightfully take place without prejudice to all damages and interests that could be claimed by VEYA PROD to the User or his/her legal representative in restitution of prejudice sustained by a breach of trust.

VEYA PROD can terminate the User Account without notice nor prior formal demand nor compensation payable to the User who did not accept the amended TCU within 7 (seven) working days of the date of notification.



## ARTICLE 6

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### RESPONSIBILITY

VEYA PROD company undertakes to implement all means to ensure the continuity of access and service of the MY AGEND'ART artistic professional network, and its website:

 [MONAGENDART.COM](https://www.monagendart.com)

#### **This statement may not be held liable for:**

-  Temporary inability to access the MY AGEND'ART online services and its website under technical maintenance or updating;
-  Video or audio content buffering issues;
-  Technical problems related to the use of links pointing to the App Store and/or GOOGLE PLAY digital services, or the infringement of intellectual property associated with the insertion or use of such links;
-  Connection problems related to the MY AGEND'ART online services or its website, such as slow pages loading, being understood that the usage of the MY AGEND'ART online features and its respective website is dependent of the User's network connection over which VEYA PROD has no influence whatsoever;
-  Virus attacks and damages that may be caused to User's equipment as a result of an external download (of any data as text, images, sound) via MY AGEND'ART:

*The User is informed and aware of viruses and other malicious programs that circulate on the Internet. Therefore he/she must take all reasonable steps to ensure their privacy. VEYA PROD company accepts no responsibility for information and, more generally, for any content posted by Users of the MY AGEND'ART online services.*

VEYA PROD is not held responsible for any data put online, and more generally, for any content put online by the Users of MY AGEND'ART services.

#### **Similarly, VEYA PROD cannot be held responsible for:**

-  The User's incomplete or erroneous data of a personal nature;
-  Abnormal use or illicit exploitation of the MY AGEND'ART services since:

*the User is solely responsible for the damages caused to the third parties and for the consequences, reclamations, and actions that can follow;*

-  Any violation affecting the rights of third parties which has not been notified to VEYA



PROD (which refers to the notice 4-2 of these TCU);

- ☞ The content of third party websites which is accessible by clicking on a hyperlink located in the MY AGEND'ART mobile application, or the artistic professional network.

## ARTICLE 7

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### INTELLECTUAL PROPERTY

The artistic professional network itself, logos, text, offers, graphics and all related software (hereafter 'Properties'), provided by VEYA PROD in the framework of MY AGEND'ART services, are the exclusive property of VEYA PROD, its affiliated companies, or their content suppliers.

The User is given, on a purely non-exclusive and non-transferable basis, the right to use the aforementioned 'Properties' within the necessary limits of the provision.

#### **VEYA PROD company expressly forbids:**

- ☞ Permanent or temporary transfer of the whole, or a qualitatively or quantitatively substantial part of Properties into another hardware medium by any means or in any form;
- ☞ Replication for public usage of the whole, or a qualitatively or quantitatively substantial part of Properties by any means or in any form;
- ☞ Any extraction or reuse, repeated and/or systematic, including for private use, of the whole, or a qualitatively or quantitatively substantial part of Properties when these operations clearly exceed normal conditions of use.

Finally, the User shall abstain from selling, assigning, licensing, sub-licensing, pledging, transferring or sharing in any other way the aforementioned Properties.



## ARTICLE 8

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### PERSONAL DATA

In the context of sharing the MY AGEND'ART artistic professional network, namely sending invites onto social networks such as FACEBOOK, LINKEDIN, TWITTER or via e-mail, the User acknowledges that he/she has obtained the prior approval of the concerned persons for the use of their personal data within the framework of this invitation.

Moreover, in the context of exploitation of MY AGEND'ART services, VEYA PROD collects mentioned data of a personal nature necessary for the execution of services provided by the artistic professional network.

The recipients of this data of a personal nature are exclusively VEYA PROD services.

The file containing the personal data of Users of the MY AGEND'ART services has been the subject of a declaration to the National Commission for Computers and Liberty ("CNIL").

The User is reminded withal that, in accordance with the law "Informatique et Libertés" No. 78-17 amended, with the Council of 27 April 2016, and with the jurisprudence of the Court of Justice of the European Union (CJEU), he/she has the right to be forgotten as well as the rights of access (Art. 34 to 38 of the law 78-17 amended), rectification (Art. 36 of the law 78-17 amended), the rights to object (Art. 38 of the law 78-17 amended), to erasure (Art. 40 of the law 78-17 amended & Art. 17 of the European Parliament legislative resolution of 12 March 2014) and to delisting (as defined by CNIL), all specified hereafter.

The right of access allows the User to request his/her personal data-detecting and -processing logs. Specifically, it remains possible for the User to receive the entirety of the files containing his/her personal data held by the VEYA PROD.

The right of rectification allows the User to modify and to delete at any moment the data provided in his/her public profile.

The right to object allows the User to argue against the collection, the recording, the communication, the transmission, or the processing of his/her data of a personal nature by MY AGEND'ART services and VEYA PROD company. Specifically, it remains possible for the User to delete his/her User account as indicated in Article 5 of these TCU.

The right to erasure allows the User to delete the URLs referring to pages containing his/her personal data hosted directly on MY AGEND'ART website.

#### **The law states that:**

***“Any individual providing proof of identity may ask the data controller to, as the case may be, rectify, complete, update, block or delete personal data relating to them that are inaccurate, incomplete, equivocal, expired, or whose collection, usage, disclosure or retention is prohibited”.***

Under the due exercise of the right to erasure, and more particularly in accordance with article 40-1 of the law "Informatique et libertés" No. 78-17 amended, the User can also set guidelines for collection, usage, disclosure or retention of his/her personal data after the decease of the User or his/her legal representative.



To exercise the right to erasure, the User, provided with a copy of a document proving his/her identity and moreover including his/her signature, is requested to send an e-mail to VEYA PROD services by using the "Contact" interface that can be found at the bottom of the MY AGEND'ART website:

 [MONAGENDART.COM](mailto:contact@monagendart.com)

Or, directly via the e-mail address: [contact@monagendart.com](mailto:contact@monagendart.com)

Within two months of receipt of the data subject request, VEYA PROD company must be required to find a fair balance between the protection of individuals' privacy and the public's right to access and disseminate information. In accordance with the law "*Informatique et Libertés*" No. 78-17 amended and with the General Data Protection Regulation (EU) 2016/679, the VEYA PROD team is obliged, as assessing such an application, to verify whether the obtained results include any obsolete information regarding the User. The team shall also seek to determine whether the obtained information is of public interest, for example, whether or not it concerns financial scams, professional negligence, criminal convictions, public conduct carried out by a civil servant, and so forth.

The right to delisting allows the User to deindex the URLs referring to pages containing his/her personal data referenced on web search engines. To exercise the right to delisting, the User is requested to solicit his/her request by completing the indexed content removal application form available through the legal services' tools implemented by the search engine in question (for example, [GOOGLE Troubleshooter](#)), or by contacting [the CNIL](#)<sup>1</sup>. Provided that the balance of interests does not impose any emphasis on the right to public information and that the request is legitimate, the URLs mentioned in the form shall be deindexed.

The right to delisting is applicable when one or multiple SERPs, resulted from a web search using any of the existing web search engines and containing the first and the last names of the User as keywords, are inaccurate, incomplete, equivocal, expired, or whose collection, usage, disclosure or retention is prohibited, and the inclusion of which violates consequently human identity, human rights, privacy, or individual or public liberties.

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<sup>1</sup>Online complaint service of CNIL is provided in French exclusively.



## ARTICLE 9

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### PRIVACY POLICY

In order to provide a high-quality interface and features, VEYA PROD reserves the right to use cookie technology.

Cookies cannot be used by VEYA PROD to identify Users, but only to record data about how a computer navigates: the pages consulted, the date and time of the consultation, etc.

The User is reminded that VEYA PROD may share these usage statistics with reputable advertising businesses and with its affiliated marketing companies with respect to rights to the protection of personal data. It is noted that the information collected by such advertising companies is not personally identifiable.

The cookies are then used for purposes related to the geo-targeted advertising, statistical measures, or applied behavior analysis of web surfers in real time in order to serve ads specific to the User and his/her interests<sup>2</sup>.

Recent versions of the mainstream web browsers allow not only to decline or to accept cookies by configuring the browser but also to set an automatic deletion of cookies whenever the user closes the browser, thus providing better protection of traces of use.

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<sup>2</sup>Otherwise commonly known as "interest-based targeting".



## ARTICLE 10

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### MODIFICATION OF THE TCU

VEYA PROD reserves the right to change and/or update these TCU at any time.

The User shall be able to check how the amendments have changed as soon as they have been put online.

Any registration made after the date of publication of the amended TCU shall be considered as having been made consenting to a new version of TCU.

The fact that the User, registered before the date of publication of the amended TCU, continues to use the MY AGEND'ART artistic professional network after being notified of an amendment, applies acknowledgment and acceptance of the latest version of these TCU.

In this regard, it is recalled that VEYA PROD may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of the User's account if he/she does not comply with the amended TCU within 7 (seven) working days of the date of notification.

## ARTICLE 11

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### OTHER PROVISION

If any one of the clauses of the Terms and Conditions of Use should prove to be null with respect to current law or a legal decision having become definitive, it shall be deemed as not written but nevertheless shall not lead to the nullity of the contract or alter the validity of its other provisions.

## ARTICLE 12

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### APPLICABLE LAW

The present Terms and Conditions of Use are subject to French law.

The French language is to be used in the event of a dispute about the meaning of a term or disposition in these Conditions of Use. Should a dispute arise between the Parties regarding the interpretation, performance, or termination hereof, the Parties shall make all due effort to settle the matter amicably.

Subject to public policy provisions, any dispute relating to the interpretation and/or performance hereof shall fall within the jurisdiction of the Commercial Court of Paris (*Tribunal de Commerce de Paris*).