

FIAC Online Viewing Rooms – FIAC Platform (Edition of October 2021)

Terms and Conditions for the Visitors of the FIAC Platform

The following terms and conditions (hereinafter the “**Terms and Conditions**”) apply to the visitors of the FIAC Online Viewing Rooms (OVR) platform (hereinafter “**Visitor**”) operated online by RX france, a *société par actions simplifiée* with share capital of EUR 90,000,000, registered with the Nanterre Trade and Companies Register under number 410 219 364 (VAT number FR 92 410219364), whose registered office is located at 52 Quai de Dion Bouton, 92800 Puteaux, France (hereinafter “**RX**”) and accessible via www.ovr.fiac.com (hereinafter the “**Platform**”) from **Tuesday 21st October 2021 at 10.00 AM CET to Monday 25th October, 12.00 PM CET.**

These terms and conditions do not apply to galleries or other companies that publish an OVR and/or display content on the Platform.

1- Access to and use of the Platform and Services

- 1.1 From Wednesday 20th October 2021 at 10.00 AM CET to Thursday 21st October, 12.00 PM CET, the visit and the use of the Platform are intended exclusively for a selection of users made by RX France.
- 1.2 From Thursday 21st October 2021 at 12.00 PM CET, visiting the website is opened to the public at large, subject to the provisions hereof.
- 1.3 The first access to the Platform requires from the Visitor that he fills in a welcoming page with his full name and email address (as well as, for the VIPs only, the password provided by RX France on the email of invitation they received). On registration, the necessary data must be provided completely and truthfully.
- 1.4 These Terms and Conditions are available at the first connection and at any moment in the footer of the Platform.
- 1.5 The first access to the Platform requires from the Visitor an unreserved agreement of these Terms and Conditions.
- 1.6 More generally, by accessing to and using the Platform the Visitor accepts unreservedly these Terms and Conditions and the Privacy Policy of this website.
- 1.7 The access and use of the Platform are free of charges for the Visitors.
- 1.8 By using the Platform, the Visitors are able to:
 - Visit the online viewing rooms available on the Platform. The online viewing rooms (“OVR”) and their contents are managed and edited by the galleries, and consequently are under their exclusive control and sole responsibility. RX France simply hosts those OVRs and provides a search engine which is a technical tool that Visitors may use to find, inside of the OVRs, specific content. Thus, this content (including artworks and their prices) are displayed and proposed on the OVRs and consequently on the Platform by the galleries, not by RX France despite the access to the Artworks and their prices being the result of a research done by the Visitors by using the research engine available on the Platform.
 - Get in contact with the galleries and, as the case may be, provide the galleries with sales solicitations. Once again, the proposition of sales (including prices) are made solely by the galleries and without any intervention of, or control by, RX France. Consequently, RX

France grants no warranty (notably concerning their reliability) on the propositions, solicitations nor transactions operated through or on the Platform.

- 1.9 External links to other websites should not be construed as an endorsement of the views or privacy policies contained therein.

THESE SERVICES AVAILABLE ON PLATFORM (“**Services**”) AND MORE GENERALLY THE PLATFORM ARE PROVIDED 'AS IS' AND NEITHER RX FRANCE NOR THE PLATFORM PROVIDER (“**ARTLOGIC**”) CAN BE HELD LIABLE IF THE SERVICES OR THE PLATFORM DO NOT MEET ANY INDIVIDUAL REQUIREMENT OF THE VISITOR.

RX FRANCE does not guarantee that the Platform and the Services will always be available or be uninterrupted. Also, REED cannot ensure that the Platform and the Services will be secure and/or free from viruses or bugs. Platform and Services could include technical inaccuracies or typographical errors.

2- Obligations of Visitors regarding the use of the Platform and Services

Visitors undertake:

- not to copy, modify, sell or lease, distribute, whole or part of the Services or software of the Platform. Reverse engineering or attempting to extract any of the source code of the Platform is also prohibited.
- not to use the Services and the Platform to send any unsolicited messages, commercial or otherwise, in breach of any privacy legislation;
- not to post messages to the Gallery or provide information that :
 - are defamatory, infringing, obscene, threatening, abusive, harassing or unlawful;
 - incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, sexuality, nationality or otherwise;
 - are incorrect, unfair, deceptive or inappropriate
- not to threaten, abuse, disrupt, violate the legal rights (including rights of privacy and copyright) of others;
- not to use any information or material in any manner that infringes any copyright, trademark, patent or other right of any party;
- not to make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the Platform, the OVRs, the computer and/or property of another;
- not to impersonate any person or entity for the purpose of misleading others;
- not to violate any applicable laws or regulations;
- to refrain from any fraudulent, abusive or excessive use of the Services.
- not to use the Platform and the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services;
- not to post, publish, distribute or disseminate material or information that the Visitor does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- not to attempt to gain unauthorized access to any of the Services or to the Platform, computer systems or networks connected to the Services and the Platform through hacking, password mining or any other means.

In case of breach of these Terms and Conditions by the Visitor (including any use not expressly permitted by these Terms and Conditions), RX France shall be entitled to suspend or cancel his/her access to the Platform.

3- Liability regarding Artworks, Items Presented and content uploaded on the OVRs

3.1 The Platform enables each selected gallery to upload and displayed artworks, and/or content on its Online Viewing Room. In this regard, RX France acts as hosting provider of the Platform within the meaning of the French Law n°2004-575 of 21 June 2004 for Confidence in the Digital Economy (LCEN). In this respect, RX France has no supervisory obligations of OVRs' content, items presented and artworks uploaded on the Platform and its liability is limited to the cases provided for by French Laws. Thus, the Visitor may notify RX France of a manifestly unlawful content by mail (see the link [legal notice]) but not before having notify firstly the gallery concerned.

3.2 It is under the galleries' sole responsibility, to ensure that their artworks, items presented and content do not infringe any statutory regulations or third-party rights. RX France is technically unable to, and will not, check selected participant's artworks, items presented and content prior to its publication on the Platform.

4- Intellectual property rights and license

All the information (including contents, artworks, trademarks and logo) displayed on the Platform is protected by the Intellectual Property (IP) laws, including copyright. No part of the materials available on the Platform, such as texts, images, sounds, designs or logos may be used, distributed, copied, reproduced, modified, distorted, or transmitted, in whole or in part, without the prior written consent of their owners. Distribution for commercial purposes is prohibited. The trademarks and logos appearing on these Sites are the property of RX France or of the gallery, partners or sponsors of the Platform. RX France and the owners reserve the right to pursue any infringement of these Intellectual Property rights by any means. Any unauthorized use may entail an infringement of copyright, image rights, personal rights, property rights or any other regulations applying to communications or advertising, and is likely to lead to civil/criminal proceedings against the infringing Visitors.

5- Sales queries

5.1 Artworks and content are displayed by the galleries in their own spaces (Online Viewing Rooms) sometimes with an accurate price or a price range. Price setting is always under the sole control and liability of galleries.

5.2 RX FRANCE IS NOT ACTING AS AN INTERMEDIARY BETWEEN THE VISITORS AND THE GALLERIES. IT HAS NO PART IN THEIR CONTACTS, THEIR RELATIONSHIP, THE DEALS THEY MAY CONCLUDE ETC..., ALL OF WHICH ARISE FROM THEIR OWN INITIATIVES AND REMAIN IN ALL MANNERS UNDER THEIR SOLE CONTROL

RX FRANCE IS NOT INVOLVED IN ANY MANNER IN ANY SALE PROCESS WHICH ENTIRELY REMAINS UNDER THE SOLE LIABILITY OF THE GALLERY AND THE VISITOR. THE PLATFORM DOES NOT ENABLE THE CONCLUSION OF A CONTRACT BETWEEN VISITORS AND GALLERIES. ANY POTENTIAL DEAL BETWEEN THEM HAS NECESSARILY BEEN MADE OUTSIDE THE PLATFORM.

MORE GENERALLY, ANY COMMUNICATIONS, SOLICITATIONS AND SALES BETWEEN GALLERIES AND VISITORS ARE UNDER THEIR SOLE CONTROL AND REMAIN UNDER THEIR SOLE LIABILITY.

5.3 RX FRANCE TAKES NO RESPONSIBILITY FOR THE ACCURACY OF INFORMATION PROVIDED BY THE GALLERY TO VISITORS. THE VISITOR HAS TO VERIFY BY THEMSELVES THIS ACCURACY.

6- Limitation of liability

6.1 Visitors acknowledge that the Platform and the Services, have not been developed to meet their individual requirements, including any particular requirements the Visitors might be subject to under law or otherwise.

6.2 RX France wishes to highlight that the use of the Platform is free of charge for the Visitors. Thus, all the commitments of RX France under these Terms & Conditions and more generally related to the Platform shall be construed and shall enforce as "best efforts" commitments, unless otherwise stated in French Law.

6.3

In no event, RX France shall be liable to Visitors for any indirect damages arising out of, or relating to,:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss or corruption of data or information; or
- loss of business opportunity, goodwill or reputation.
- virus or similar that may infect the Visitor's computer equipment, programs, data or such, due to the use of the Platform or Services or to the contents available through hyperlinks
- the unauthorized access to, or alteration of, the transmissions or data of Visitor;
- statements or conduct of the Visitor, other Visitors, and/or third parties (including sponsors, galleries...) in the course of accessing or using the Services;
- interruptions of and difficulties in the operation of the Services (vi)
- the OVRs (see clause 3)

6.4 Other than the losses set out in Section 6.3 above, for which RX France is not liable, the maximum aggregate liability of RX France arising under or related to these Terms and Conditions shall in all circumstances be limited to a sum equal to 10€. This maximum cap does not apply to Section 6.5 below.

6.5 Nothing in this Terms and Conditions shall limit or exclude the liability of RX France for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- willful misconduct; or
- any other liability that cannot be excluded or limited by French law.

7- No warranty

THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF RX FRANCE'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF THE PLATFORM AND THE SERVICES. EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, THAT ARE BINDING ON REED. ANY CONDITION, WARRANTY, REPRESENTATION OR OTHER TERM CONCERNING THE SUPPLY OF THE PLATFORM AND THE SERVICES WHICH MIGHT OTHERWISE BE IMPLIED, OR INCORPORATED IN THESE TERMS AND CONDITIONS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

8- Term and termination

8.1 These Terms and Conditions shall apply for a duration of the edition of FIAC Online Viewing Rooms indicated in the preamble of these Terms and Conditions.

8.2 RX France may terminate the access of the Visitor to the Platform immediately by written notice in case of material or persistent breach of him/her of these Terms and Conditions.

8.3 Upon termination of these Terms and Conditions all rights granted to the Visitor concerned under these Terms and Conditions shall cease;

9- Update of the Terms and Conditions

9.1 RX France may update these Terms and Conditions at any time on written notice to Visitor in accordance with this Section 9.

9.2 Notice of these changes can be given by RX France by email or simply posted on the Platform.

9.3 Changes shall apply immediately.

10- Link to other websites

10.1 RX France is not liable for the content or privacy practices of any websites to which the Platform provides links in complete autonomy.

10.2 The availability of such links on the Platform cannot be interpreted as RX France's endorsement, authorization or recommendation in regard to the owners or operators of the linked websites or in regard to any of the information, graphics, materials, products or services contained or mentioned on the linked websites.

11- Interruption of the services or the Platform

REED is free to interrupt or discontinue, temporarily or permanently, for any reason, at any time, in whole or part, the Services and the Platform, without incurring any liability.

12- Data protection

12.1 Regarding the personal data provided by Selected Participant to RX France necessary for the fulfillment, administration, management, and follow-up of the registration and use of the Platform and the Services, RX France acts as data controller under the Data Protection Laws, as defined below. The individual identified in the Registration form and later communications as the contact person for Selected Participant may be contacted by RX France and its subcontractors for the purposes of facilitating the participation of Selected Participant at the Platform and appropriate marketing of related services. The details of the processing activities carried out by RX France in this respect are indicated in the Privacy Policy available by clicking on this link <https://privacy.rxglobal.com/en-gb.html>

12.2 Regarding the personal data that Selected Participant may process as part of its participation in the Platform, Selected Participant agrees to comply with all applicable obligations as a data controller under the Data Protection Laws, including providing all necessary notices and obtaining all requisite consents, without this involving any transfer of rights, such as copyrights on RX France databases or on the databases of any other owner. In this respect, RX France, as provider of the Platform to Selected Participant, may act as data processor. The data processing activities carried out by RX France on behalf of Selected Participant are subject to the data processing agreement available on <https://privacy.rxglobal.com/en-gb.html>

"Data Protection Laws" means any laws, rules, regulations, directives, decrees, orders, or other legal requirements relative to the protection or processing of Personal Information, including General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR"), and any implementing, derivative, or related legislation, rule, or regulation of the European Union, a member state of the European Economic Area, or the United Kingdom, as may be applicable.

13- Miscellaneous

13.1 These Terms and Conditions constitute the entire agreement between the Visitor and RX France for the provision of the Platform and the Services. These Terms and Conditions supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between RX France and the Visitor, whether written or oral, relating to its subject matter.

13.2 If RX France fails to insist that the Visitor performs any of its obligations under these Terms and Conditions, or if RX France does not enforce its rights against the Visitor, or if RX France delays in doing so, this does not mean that RX France has waived its rights against the Visitor and will not mean that Visitor does not have to comply with those obligations.

13.3 If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, it shall in no way affect the validity or enforceability of the remaining provisions. RX France may replace such a provision by a provision that comes closest, in its content, to the provision initially agreed upon.

14- Applicable law and jurisdiction

14.1 These Terms and Conditions shall be governed by the French law.

14.2 The parties shall endeavor to settle amicably any dispute relating to these Terms and Conditions. If no amicable settlement is reached, any dispute arising out of or in relation to these

Terms and Conditions shall be submitted to the exclusive jurisdiction of the competent courts of Paris.