

- A F I K A R I S -

General Terms and Conditions of Use

The Site (as defined here below) is operated by the French company AFIKARIS SAS, having its registered seat at 19 boulevard Barbès, 75018, Paris 18, and registered under no. 842 950 164 RCS PARIS.

In connection with the delivery of services provided by AFIKARIS, additional terms and conditions shall apply, of which you will be informed in each individual case.

We advise you to please review these General Terms and Conditions of Use (hereinafter "GCU") carefully before using our Site (as defined here below). Your access to and use of the Site (as defined here below) indicate your agreement to be bound by the following GCU.

1- PURPOSE OF THE GCU

The GCU define the rules of use of the website afikaris.com (hereinafter: the "Site" or "We") by the "User" ("You") and the rights and obligations of parties involved.

The User agrees, each time he/she visits to the Site, to respect the present GCU applicable to all services and the contents available on the Site.

As a result, the User accepts, without any reservation, these GCU in their entirety before any use of this Site and its services.

The simple use of the Site automatically entails the acceptance of the GCU.

2- AMENDMENTS TO THE GCU

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these GCU at any time.

3- SCOPE OF THE GCU

3.1. These GCU shall apply to the relationship between AFIKARIS and the User with respect to the access to and use of the Site by the User, unless specifically agreed otherwise in writing by the Parties.

3.2. The User acknowledges that the access to and the use of the Site may require and/or contain third party software or services that are subject to third party license agreements and/or GCU. If and insofar as AFIKARIS makes the software or services of third parties available to the User, then the license agreements and/or GCU of those third parties will also be applicable with regard to this software or these services instead of the provisions of these GCU. Insofar as the User has entered into a (license) agreement with these third parties, this agreement will apply between the third parties concerned and the User, without any obligation or responsibility for AFIKARIS. The User accepts the GCU referred to and, if applicable, the license agreement of these third parties.

3.3. You consent to receive communications from us electronically, and you agree that we may communicate with you by posting notices on our Services and/or by email. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that all notices we provide to you by email will be considered received by you on the day that we send them. If you register for an AFIKARIS account or the AFIKARIS Newsletter or otherwise provide us with an email address, you agree that we are not responsible for any automatic filtering that you or your network provider may apply to any email that we send to the email address you provided. If at any time you would like to withdraw your consent to receive emails, please use the "unsubscribe" button on the email, or contact us at florian@afikaris.com to do so, however it is understood and agreed by you that if you withdraw consent, you may not be able to participate in all Services offered.

3.4. AFIKARIS reserves the right, at any time, to modify the Site or any part thereof with or without notice. You agree that AFIKARIS will not be liable to you or to any third party for any modification, of the Site or any part thereof.

4- LIABILITY

To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever arising out of the use of the Site. If you are dissatisfied with any portion of our Site, or with any of these GCU, your sole and exclusive remedy is the discontinuation of your use of the Site.

5- ACCESS TO THE SITE AND SERVICES

5.1. The Site and Services are accessible:

- To any natural person aged 18 or older having full legal capacity to agree to the present GCU. Any natural person who does not have full legal capacity can only access the Site and Services with the consent of their legal representative.
- Any legal person acting through the intermediary of a natural person having legal capacity to enter into contracts in the name and on behalf of the legal person.

5.2. The works of art are offered for sale and can be delivered worldwide.

5.3. The User agrees to comply to the following obligations when accessing and using the Site:

- 5.3.1. you shall not use in any way or encourage others to use the Site in any way that is unlawful or in breach of these GCU ;
- 5.3.2. you shall not license, sell, rent, lease, transfer, assign, distribute, customise, or otherwise commercially exploit the Site ;
- 5.3.3. you shall not reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the Site, in whole or in part ;
- 5.3.4. you shall not use the Site in any manner that would damage, disable, overburden or impair said Site, or interfere with any other party's access to and use of said Site ;
- 5.3.5. you shall not engage in any conduct in connection with the Site that may be harmful, abusive or would negatively affect the interests of AFIKARIS ;
- 5.3.6. you shall not access the Site in order to build or promote a similar or competitive website ; and
- 5.3.7. except as expressly stated herein, no part of the Site (or their software code) may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

6- INTELLECTUAL PROPERTY AND DATA

- 6.1 You acknowledge that all of the intellectual property, e.g. among others: copyright, trademark rights, database rights and other property rights attached to the texts, photographs, graphics and audio, video or animation files and their layout (together with the underlying software codes), in the Site is owned by AFIKARIS or AFIKARIS's licensors.
- 6.2. Unless explicitly stated otherwise, AFIKARIS or AFIKARIS's licensors' intellectual property may only be used without the written permission of AFIKARIS for the purposes specified in these GCU or for the purposes specified in the text on the Site. You are not permitted to use the Site and their content in a manner that may infringe the intellectual property rights of AFIKARIS, AFIKARIS's licensors or third parties. The User is explicitly prohibited from distributing, extracting, reproducing or otherwise altering, transferring, re-utilising, re-providing or using (including but not limited to through the use of "robots" or other mechanisms) content of the Site (including the booking mask, text, images or audio or video files) for public or commercial purposes.
- 6.3. Nothing in these GCU grants you any legal rights, title or interest in or to such intellectual property other than as necessary to enable you to access and use the Site. AFIKARIS and its suppliers reserve all rights not granted in these GCU.

7- PRIVATE POLICY

- 7.1. AFIKARIS undertakes to comply with all of the applicable legislation regarding processing of Personal Data, including :
- 7.1.1. the law of 8 December 1992 on the protection of private life with respect to the processing of Personal Data and
- 7.1.2. the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC, as of its entry into force.
- 7.2. We may collect the information that you provide (such as name, email address, home address, phone number) or otherwise make available to us when you access or use our Services, including when you:
- 7.2.1. fill in any forms on our Services, such as when you register for an AFIKARIS account or update your account or User profile information;
- 7.2.2. register for the AFIKARIS Newsletter;
- 7.2.3. communicate with us.
- 7.3. We may automatically collect certain information about how you access or use our Services, and by using our Services you consent to the collection of that information. Examples include but are not limited to Internet browser, operating system, device and application identifiers, IP address and geo-location information, access times and dates, referring and exit pages and URLs, clickstream data, search terms, pages viewed, time spent on pages, bounce rate and login frequency.

8- APPLICABLE LAW AND COMPETENT JURISDICTION

This contract is governed by French Law.

In the event of any dispute on validity, interpretation and/or execution of this contract, both parties agree that the Paris Courts shall have sole jurisdiction, unless otherwise provided.