

BUYERS Terms and Conditions
(as of January 25th 2016)

1. PREAMBLE – I WANT TO BUY ART (« IWTBA »), company established as *Société par Actions Simplifiée* and registered at *Registre du Commerce et des Sociétés de Paris* under number 812 965 507, with a share capital of 19,000 euros and head office located 4 cité Griset - 75011 Paris France, offers an art dedicated marketplace on its website www.iwtba.com and/or www.iwanttobuyart.com (« the WEBSITE »).

2. PURPOSE – These BUYERS terms and conditions (« BUYERS T&C ») describe the conditions of use of the marketplace by the BUYERS.

3. AVAILABILITY AND OPPOSABILITY – The BUYERS T&C are made available to the BUYER when creating his BUYER PROFILE and remain available on the WEBSITE for reading and printing.

The BUYERS T&C are opposable to the BUYER, who acknowledges reading and accepting such terms and conditions by ticking the box provided on the WEBSITE when creating a BUYER PROFILE, and when an order is confirmed. An email including the then current BUYERS T&C is sent as soon as these terms and conditions are accepted.

4. CHANGES – IWTBA reserves the right to change these BUYERS T&C at anytime. In case of modifications, access to the BUYER PROFILE is subject to reading and accepting the updated T&C BUYERS. The applicable version of the BUYERS T&C shall be the version in force on the WEBSITE at the time of use by the BUYER.

5. CLAUSES – If any of the clauses provided herein is declared null and void, such invalidity shall not entail the invalidity of the BUYERS T&C. The temporary or permanent invalidity of one or several clauses of the BUYERS T&C shall not entail any waiver of the remaining clauses of the BUYERS T&C which shall remain in full force and effect

6. SERVICES OFFERED ON THE WEBSITE – The marketplace services offered by IWTBA through its WEBSITE, as described herein, enable to connect buyers (« BUYER(S) ») and sellers (« SELLER(S) ») offering to sell art works (« PRODUCT(S) »).

In order to be able to use these marketplace services, the BUYER shall accept these Terms and Conditions without restrictions or reservations. This acceptance is acknowledged by a validation click when creating a BUYER PROFILE on the WEBSITE.

The services offered by the WEBSITE consist of providing tools enabling BUYERS and SELLERS to connect and proceed to PRODUCTS sales as well as execute payment.

IWTBA ACTS AS A MERE INTERMEDIARY ENABLING SUPPLY AND DEMAND TO CONNECT.

Sales contracts are therefore directly concluded between the SELLER and the BUYER.

IWTBA may under no circumstances be considered the seller of the PRODUCTS offered by the SELLERS through the WEBSITE.

As IWTBA is not the SELLER of the PRODUCTS, the PRODUCTS cannot be either returned, exchanged or reimbursed by IWTBA.

7. UTILISATION OF THE WEBSITE – ACCESS TO MARKETPLACE – PRICE – Any internet user can access the WEBSITE and browse on the marketplace.

Access to the WEBSITE is free and without obligation to buy.

The purchase of PRODUCTS from SELLERS requires payment under the conditions described in the Marketplace Terms and Conditions (« MARKETPLACE T&C »).

The ability to buy or flag art works or artists as « like » is subject to creating a buyer account (« BUYER PROFILE ») as further described under clause 8.

The ability to sell PRODUCTS on the WEBSITE is subject to creating an account (« SELLER PROFILE »), whose operating mode is described in the Terms and Conditions applicable to SELLERS (« SELLERS T&C »). Please note that the BUYERS T&C apply when the owner of a SELLER PROFILE wishes to purchase art works.

8. BUYER PROFILE – The creation of a BUYER PROFILE and the WEBSITE access are free and without obligation to buy (excluding potential connection costs, that depends on the internet access provider of the BUYER).

The creation of the BUYER PROFILE enables the BUYER to purchase art works and use the so called « community » services.

The BUYER accepts that the creation of a PROFILE requires the provision of data enabling personal identification.

The BUYER guarantees the exactness of the information provided to IWTBA for the creation of his profile and commits to notify any modification by using the « CONTACT » form or through the « EDIT » tab of the « MY PROFILE » section of his PROFILE.

By creating his PROFILE, the BUYER declares his full legal capacity to enter into contract.

The BUYER acknowledges that his BUYER PROFILE is accessible to all WEBSITE members and that personal individual data will appear (such as username, age, date of birth, gender, profile picture and country of origin).

IWTBA cannot be held liable for any lack of confidentiality and preservation of the BUYER password outside of the WEBSITE, nor for any use by a third party to which the BUYER may have communicated his identifiers and password, or who would retrieve the BUYER's identifiers or access his PROFILE fraudulently, by BUYER's negligence or thoughtlessness.

The BUYER commits not to use the PROFILE, username or password of another BUYER.

The creation of a BUYER PROFILE enables the BUYER to purchase art works as well and join a « community » whereby he can collect his favourite art works and artists on his BUYER PROFILE

dedicated page under the tabs « ART I LIKE » and « ARTISTS I LIKE », which can also be shared on the BUYER's social networks.

If the BUYER's use of the WEBSITE were not compliant with these Terms and Conditions and more generally with any applicable rules and laws, IWTBA reserves the right to unsubscribe the BUYER from the WEBSITE services and/or block the BUYER access to the WEBSITE without delay and without notice.

Under circumstances where the BUYER would violate legislation or bear prejudice to third parties rights, IWTBA reserves the right to provide upon demand any competent authority (jurisdiction, administrative authority, police services) with any information enabling or facilitating the identification of the offender BUYER.

The BUYER can require to close his profile at anytime under the « EDIT » tab of the « MY PROFILE » section, by clicking on « CANCEL ACCOUNT ». It is specified here to the BUYER that the loss of profile information (information and works data) following the account closing is irreversible.

9. CONVERSION INTO SELLER PROFILE – Any BUYER PROFILE can be converted into a SELLER PROFILE following acceptance of the SELLERS T&C.

The opening of a SELLER PROFILE enables the sale of PRODUCTS on the WEBSITE in accordance with the SELLERS T&C and with the Terms and Conditions of the Marketplace (« MARKETPLACE T&C »).

10. PERSONAL INFORMATION - Information required from the BUYERS are processed by IWTBA and are necessary to ensure proper running of the WEBSITE. The BUYER allows the information necessary to the conclusion of the PRODUCTS sale and to their delivery to be transferred to the SELLER.

The BUYER is informed that, should he agree to communicate personal individual data, he has a personal right to access, withdraw and rectify this data under the conditions provided by act n° 78-17 of 6 January 1978 relating to the protection of individuals with regard to the processing of personal data. The BUYER shall send any request to this end via the « CONTACT » form.

When creating the BUYER PROFILE on the WEBSITE, the BUYER may choose to receive news and offers from IWTBA.

The BUYER is informed that the WEBSITE uses cookies to report his visit on the WEBSITE and enable customization of the marketplace to his needs. In accordance with its legal obligations, IWTBA notifies the BUYER and acknowledges agreement receipt by showing an information banner on the first visited WEBSITE page. It is hereby specified that the use of the WEBSITE may be limited when disabling certain cookies or tracking tools.

11. INTELLECTUAL PROPERTY - All the items present on the WEBSITE, be they photographs, visual elements, texts, drawings, illustrations, images, logotypes, or works, and whether they are registered or not, are protected by copyright, patents and trademarks.

Any partial or complete reproduction, modification, or adaptation without the express prior agreement of IWTBA is strictly prohibited.

The same applies to any combination with any mark, symbol, logotype, and more generally any distinctive mark intended to create a composite logo.

12. LIABILITY - BUYERS and SELLERS are both informed that connection to the WEBSITE is made through Internet access. They are aware that technical factors can affect this network and generate slowdowns or unavailability making connection impossible. IWTBA cannot be held responsible for access issues caused by Internet disruptions, including service interruption or cessation, external intrusion or the presence of computer viruses.

IWTBA cannot be held liable unless it fails to carry out its responsibilities. Therefore, it can only be liable for facts it could be directly imputable for and that would directly create prejudice to the BUYER.

As such, IWTBA cannot be held liable for indirect damages to the BUYER OR SELLER or caused by third parties.

IWTBA cannot be held liable for improper usage of the WEBSITE by the BUYER or the SELLER.

Pursuant to Clause 6.I., 2 and 3 of act n° 2004-575 of 21 June 2004 for confidence in the digital economy, IWTBA cannot be held liable for contents made available on the WEBSITE by BUYERS or SELLERS, including with respect to PRODUCTS description, or SELLERS information. IWTBA can only be liable for not promptly removing abusive content after being notified of the illicit character of such content as specified in the above mentioned clause.

IWTBA, as mere intermediary between SELLER and BUYER, is not liable for any of the sales concluded between BUYERS and SELLERS through the Marketplace. IWTBA does not provide any warranty and is not a del credere agent in relation to the obligations arising between BUYER and SELLER in the Marketplace.

THEREFORE, BUYER AND SELLER BOTH EXEMPT IWTBA FROM ANY LIABILITY THAT MAY ARISE IN RELATION TO THE CONCLUSION AND EXECUTION OF A SALE, INCLUDING WITH RESPECT TO THE CONFORMITY OF THE PRODUCTS, THE PURCHASE OFFER, THE CLIENT SERVICES AND THE ENTITLEMENT TO INTELLECTUAL PROPERTY RIGHTS RELATIVE TO THE PRODUCTS.

13. DURATION - The BUYERS T&C shall become binding to BUYER as of the creation of a BUYER PROFILE and shall remain in full force and effect until such PROFILE is closed.

14. LANGUAGE – The BUYERS T&C as well as the WEBSITE are written in French. Translated versions are provided by courtesy to the Parties. However, in case of interpretation conflicts, the French text will prevail.

15. GOVERNING LAW AND JURISDICTION - THE BUYERS T&C ARE GOVERNED BY FRENCH LAW.

THE WEBSITE IS COMPLIANT WITH FRENCH LAW REQUIREMENTS, IWTBA DOES NOT PROVIDE ANY WARRANTY WITH RESPECT TO THE LOCAL LAW THAT WOULD BE APPLICABLE SHOULD THE PARTIES ACCESS THE WEBSITE FROM ANOTHER COUNTRY.

DISPUTES ARISING FROM THE INTERPRETATION OR EXECUTION OF THESE BUYERS T&C SHALL BE SUBMITTED TO FRENCH JURISDICTIONS.