

**MARKETPLACE Terms and Conditions**  
**(as of January 25<sup>th</sup>, 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, offers an art dedicated marketplace on its website [www.iwtba.com](http://www.iwtba.com) and/or [www.iwanttobuyart.com](http://www.iwanttobuyart.com) (« the WEBSITE »).

**2. PURPOSE** – These terms and conditions Marketplace (« MARKETPLACE T&C ») describe the conditions of sales between BUYERS and SELLERS processed through the WEBSITE. The terms and conditions covering the relation between IWTBA and the BUYERS are governed by the BUYERS T&C and those covering the relation between IWTBA and the SELLERS are governed by the T&C SELLERS.

**3. AVAILABILITY AND OPPOSABILITY** – The MARKETPLACE T&C are made available to BUYERS and SELLERS at the creation of their PROFILE and remain available on the WEBSITE for reading and printing.

The MARKETPLACE T&C are opposable to both the BUYER and the SELLER, who acknowledge reading and accepting such terms and conditions by ticking the box provided on the WEBSITE when creating a BUYER PROFILE or SELLER PROFILE, or when a purchase order is confirmed.

**4. CHANGES** – IWTBA reserves the right to change these MARKETPLACE T&C at anytime. In case of modifications, access to the BUYER PROFILE and the SELLER PROFILE is subject to reading and accepting the updated MARKETPLACE T&C. Furthermore, the BUYER/SELLER will receive an email with the updated MARKETPLACE T&C. The applicable version of the MARKETPLACE T&C shall be the version in force on the WEBSITE at the time of use by the BUYER/SELLER.

**5. CLAUSES** – If any of the clauses provided herein is declared null and void, such invalidity shall not entail the invalidity of the MARKETPLACE T&C.

The temporary or permanent invalidity of one or several clauses of the MARKETPLACE T&C shall not entail any waiver of the remaining clauses of the MARKETPLACE T&C, which shall remain in full force and effect.

**6. REMINDER** – 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 neither returned, nor exchanged nor reimbursed by IWTBA.**

**7. SALE PROCESS BETWEEN BUYER AND SELLER** - Each PRODUCT is described on its own page on the WEBSITE (« PRODUCT PAGE »), to inform the BUYER of the main features of the PRODUCT, of the price, of the shipping and delivery times, and of information regarding the SELLER's identity and contact details.

Each PRODUCT PAGE shows an « ADD TO MY BAG » button that enables the BUYER to place the PRODUCT in his or her cart when he or she intends to purchase it.

Before placing the PRODUCT(S) into his cart, the BUYER shall select the country of delivery in order to know the applicable shipping costs.

The PRODUCT(S) selected by the BUYER are then registered in a virtual cart accessible via the « MY BAG » button.

By clicking on the « MY BAG » button, the BUYER can see the selected PRODUCTS, their prices and the ordered quantity. He may remove any PRODUCT from the virtual cart by clicking the « REMOVE » button and then on « UPDATE CART ».

The BUYER wishing to validate his virtual cart can click the « CHECKOUT » button, which will lead him or her to a summary of the PRODUCTS, the all inclusive price, the payment mode and the information relative to delivery.

At any time, the BUYER can go back to previous pages to modify his order if needed.

Before clicking the « CONFIRM AND PAY MY ORDER » button, the BUYER shall accept the BUYERS T&C as well as these Terms and Conditions.

The order confirmation leads to agreeing to the BUYERS T&C and the MARKETPLACE T&C and makes the contract binding.

Payment is processed via Paypal, either directly through Paypal services or through credit card.

An email acknowledging confirmation and payment of the order will be sent to the BUYER as soon as possible. This email will include the purchase order, the BUYER T&C and the MARKETPLACE T&C as well as a model withdrawal form.

THE SELLER will then be notified of the BUYER's purchase order through an email sent by IWTBA.

The SELLER commits to shipping the PRODUCT(S) within 7 (seven) days after receiving the email notifying the BUYER's purchase order.

Once the PRODUCT(S) has been shipped, the SELLER shall notify the BUYER of the shipping, via email within 48 hours.

**8. RETURN POLICIES** – The BUYER is hereby informed that he is entitled to return the PRODUCT(S) within 14 (fourteen) days of delivery with no cause and without incurring any penalty, provided the purchase was made from a PROFESSIONAL VENDOR established in a Member State of the EUROPEAN ECONOMIC AREA (Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal,

Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, and United Kingdom) and provided the BUYER is himself established within the EUROPEAN ECONOMIC AREA.

**The BUYER is therefore informed that the withdrawal right cannot be exercised if the PRODUCT has been purchased either from a SELLER that is not established in a Member State of the EUROPEAN ECONOMIC AREA or from a NON PROFESSIONAL SELLER, nor if the BUYER is himself established outside of the EUROPEAN ECONOMIC AREA.**

The right to withdraw unwanted good is directly enforced to the SELLER and can be made by sending the model withdrawal form attached to the BUYER's purchase order confirmation email.

Return shipping costs are at the BUYER's expenses.

The BUYER commits to shipping the PRODUCT(S) to the SELLER directly, in perfect condition and in its original package. He also commits to using shipping specifications similar to the ones chosen by the SELLER for delivery.

The SELLER commits to reimburse the BUYER within 14 (fourteen) days following the date the withdrawal right was exercised, provided the returned PRODUCT is received complete and in perfect condition, together with the purchase order.

**It is reminded to the Parties that the SELLER solely will deal with the consequences and execution of the withdrawal right as directly exercised by the BUYER. IWTBA, being not the SELLER of the PRODUCT(S), will under no circumstances accept any returns, nor proceed to any exchanges or reimbursements for the PRODUCTS sold on the WEBSITE.**

**9. PERSONAL INFORMATION** - Information required from the BUYERS and SELLERS upon use of the WEBSITE and more specifically when concluding sales is processed by IWTBA and is necessary to ensure proper running of the WEBSITE.

BUYERS and SELLERS are informed that, should they agree to communicate personal individual data, they personally have a 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 or the SELLER shall send any request to this end via the « CONTACT » form.

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

Parties are informed that the WEBSITE uses cookies to report their visit on the WEBSITE and enable customization of the marketplace to their needs. In accordance with its legal obligations, IWTBA notifies the Parties 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.

**10. INTELLECTUAL PROPERTY** - All the items presented 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.

**11. LIABILITY** - As a complement to the BUYERS T&C and the SELLERS T&C, it is reminded that IWTBA, as mere intermediary between the SELLER and BUYER, is not liable for any 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.

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

**13. LANGUAGE** – The MARKETPLACE 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.

**14. GOVERNING LAW AND JURISDICTION** - The MARKETPLACE 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 MARKETPLACE T&C shall be submitted to French jurisdictions.