



TERMS OF USE

You will be able to use e-attitude.net's virtual gallery service provided you agree to the following terms and conditions :

“The site” refers to the website used by the exhibitor to access and/or use the gallery creation service. “e-attitude” refers to the site manager. Members of the services offered by e-attitude are referred to as “the exhibitors”.

Unconditional acceptance of the following terms and conditions (“the agreement”) constituting the bounding terms agreed upon by the exhibitors and e-attitude is implicitly validated by checking the « **I agree to the terms** » box featured on the registration form.

1- DESCRIPTION OF SERVICES OFFERED

The gallery creation service allows the exhibitor to upload a description of and sell their artworks on the Internet. The gallery offers a public exhibition of the uploaded descriptions and provides the means to perform sales transactions.

Each exhibited artwork may be listed as available for sale, in which case it must be featured with its required price and characteristics – except for shipping costs which will be agreed upon during the ordering process, as well as possible sales taxes, depending on the destination.

The exhibitor shall take the gallery fees into consideration in the price displayed as well as any VAT (value added tax) due by them.

2- REGISTRATION

The exhibitor must accept this agreement and register to access any and all parts of the services offered. Thus they must thoroughly fill in the registration form and authenticate themselves as exhibitor / seller – the exhibitor may be an amateur, a professional artist or a merchant.

The exhibitor shall comply with this agreement in its entirety without modifications.

The exhibitor is responsible for the safe keeping of their user names and passwords. They should not give away their access codes and must alert e-attitude immediately in case of fraudulent use of their passwords. Judging by the evidence provided by the exhibitor, e-attitude may then replace the compromised password and/or delete the account.

In any case, the exhibitor shall remain liable for any illegal use of their access codes.

3- USE

The gallery creation service :

Creating an account is free. Any account creation through a third party as a means to resell «gallery spaces» is subject to express permission from e-attitude.

E-ATTITUDE RESERVES THE RIGHT TO BLOCK AND/OR DELETE ANY CONTENT THAT WOULD BE IN CONTRAVENTION OF APPLICABLE FRENCH LEGISLATION AND/OR MORALITY.

Exhibitors will take particular care not to publish online pictures of artworks for which they do not own the rights or a mandate from the rightful owner for exhibition and/or publication purposes and to promote or sell these artworks. e-attitude reserves the right to suspend any account that would be subject to a motivated complaint about a usurpation of rights as well as to block any payment of sales realized until the dispute is resolved.

e-attitude also reserves the right to charge the offending account for any time spent on the settlement of any dispute.

Due to the needs of the service – e.g. web site directories and homepage updates... - the exhibitor is willing to grant e-attitude the rights of reproduction and the rights of representation (in the sense of articles L 122-1 and following of the French code of Intellectual Property) as well as the rights to integrate, adapt and broadcast their content by means of telecommunication.

The internal messaging system :

In order to facilitate the system's operations it is imperative to enter one's e-mail address correctly during registration. This e-mail address is absolutely necessary to ensure that the internal communications system can keep the exhibitor and their future customers updated. Its aim is to keep the exhibitor informed on their online galleries' activity : order management, communication with the administration, ... This address will in no way be published or used to other ends than the needs of the service. e-attitude cannot publish or broadcast your data to any other commercial ends.

4- EXHIBITOR PLEDGE

Creating a gallery through the service offered by e-attitude equals authorization granted by the exhibitor to publish this gallery to any visitor present on the general portal, the personal gallery and generally all the sites hosted by e-attitude.

Although e-attitude technically assumes hosting of the « galleries » as well as the automated creation of said « galleries » and internal messages, it is in no way responsible for their usage and/or the content provided by the exhibitors or any other participants to the service.

The exhibitor agrees not to keep private data without authorization from the CNIL (cf. Act of January 6th 1978).

The exhibitor agrees not to propagate messages, links, images or texts that could be detrimental to e-attitude's image and/or would be contrary to current French legislation.

Among the themes, contents or subjects that are expressly prohibited : any infringement of copyrights or image rights, any invasion of privacy, any corruption or attempt to corrupt and/or exploit minors, pornographic images of minors.

Thus the exhibitor shall take particular care to the protection of minors, to respect image rights and copyrights, to avoid defamation and provocations, incitement to hatred, racism, negationism.

The exhibitor shall particularly heed the fact that their gallery titles must respect trademarks and personality rights.

The exhibitor specifically commits to assume responsibility for the texts and images published by them through the services offered by e-attitude.

Thus the exhibitor commits to relieving e-attitude of any responsibilities regarding information, signs, images, graphics or any other multimedia data that they shall make available to the public or that they shall broadcast through the means made available by the services offered on the site.

Specifically the exhibitor shall assume entire responsibility for any direct or indirect damages or injuries resulting from their use of the service. The exhibitor shall assume any disputes that may arise between themselves and any other third parties. In the event that e-attitude would be nonetheless considered liable by judicial authority, the exhibitor commits to answer any and all claims.

The exhibitor shall compensate e-attitude upon first request against any actions, procedures, complaints, claims, lawyers or experts fees, damages, tax or judicial expenses whatever their origin - be it direct or indirect – as well as any advance payments, in relation to the non-compliance with any of the commitments defined in the present terms and/or to the use of their sites.

In case of major evolution of their galleries, including modification of their themes or their objects, the exhibitor commits to informing e-attitude so that conformity with the whole of the present terms and conditions can be ensured.

5- PRICE & BILLING

Creation and use of an exhibitor account are free and unlimited. Only the 'personal site' option is subject to periodic subscription fees to the conditions described under the 'Site' tab in the administration area. The volume of data hosted is not limited. Artwork images are automatically optimized upon uploading.

About performing sales of artworks displayed : e-attitude.net has the capacity of an exhibitor and offers a gallery service. The full procedure is detailed in your administration accessible once your account is created.

To sum it up : e-attitude acts as an intermediary in the sale transaction by connecting sellers and buyers. This relationship covers the payment process of the artwork.

- The customer who wishes to acquire one or more artworks is connected with the exhibitor through the system. The exhibitor is then informed by e-mail of the order's destination so that shipping costs and possible sales taxes can be included into the sale price – thus indicating approval for the transaction.
- Once the transaction is approved by the exhibitor, the customer receives an e-mail inviting them to pay for the order through the payment means offered on e-attitude's portal.
- Upon validation of payment, the exhibitor receives a second e-mail inviting them to send the order. A personal bill from the exhibitor must be sent along with the order : it should mention the price and shipping costs as well as any additional taxes and/or fees - including our gallery fees which will be billed to you at the end of the period with the payment for your sales.
- Once the order has been sent, you are invited to notify it in your order manager.
- The customer is invited to acknowledge receipt of the order – and possibly evaluate the quality of service. Without any confirmation of receipt or report of non receipt within 25 calendar days following payment, the customer will be deemed to have received the order and the exhibitor will be credited.
- For guarantee purposes, exhibitor accounts are credited after 30 days. Payments are issued on a monthly, quarterly or annual basis with a delay of 30 full days - by the means indicated by the exhibitor in their account manager – e-attitude gallery fees deduced (billed).

The currency used for transactions is the euro (EUR). The amount for the transit fee charged to the exhibitor's account is 10% on the sale price excluding taxes. This fee is charged by e-attitude as a bill. **NOTE : according to legislation applicable in France – the country hosting the web site as well as e-attitude's headquarters – the 10% fee does not include taxes. Billing will include taxation at the legal rate (20% as at January 1st 2014) implying a total rate of 12% deduced from your sales.**

Any disagreement about billing and/or the nature of services shall be expressed by e-mail with read receipt to **support@e-attitude.net** within a month after the issue date of the bill or **25 calendar days** in case of the settlement of a sale between customer and exhibitor. In the absence of a motivated e-mail sent with read receipt, the exhibitor will be deemed to have validated the transaction and/or accepted the billing and their dissent will no longer be admissible.

6- INTELLECTUAL PROPERTY RIGHTS

The exhibitor acknowledges and accepts that the sites managed by e-attitude - EXCLUDING THE CONTENT OF THE EXHIBITORS' WEB PAGES AND GALLERIES – is the property of e-attitude. Specifically the exhibitor acknowledges that texts, pictures, videos, software and applications, sounds, musics, layouts, graphical interfaces, logos, design or any other information or formats presented by e-attitude or its partners are protected by their copyrights, trademarks, patents or any other relevant rights in the field of intellectual and/or industrial property according to applicable laws.

The exhibitor cannot use, print, reproduce or imitate the content of the site for purposes other than private or necessary to the contractual access to the services offered (e.g. printing help files) as well as under the conditions provided in article 14 of the present terms. They shall not download, reproduce, transfer, sell or distribute the contents of the site to third parties without express authorization from e-attitude.

7- INFORMATION PRIVACY

By activating their accounts, the exhibitors grant e-attitude the right to record their personal information in a private file destined to the operation of the service offered.

Collecting this information will allow e-attitude to use them for improving the service provided. It is clearly stated that the information collected remains strictly confidential and will in no way be part of any transfer of file to any third party.

Generally speaking e-attitude REFRAINS FROM DISCLOSING PERSONAL INFORMATION CONCERNING ITS EXHIBITORS as well as any visitors to its sites and/or the exhibitors' sites except in cases when it is required by law – e.g. judicial inquiry.

e-attitude will do its best to implement appropriate technical and organizational measures aiming at the protection of personal information.

In conformance with the act n° 78-17 of January 6th 1978 relating to computer files and freedoms, each exhibitor has a right of opposition (art. 26 of the act), access (art. 34 through 38 of the act) and correction (art. 36 of the act) of the data concerning them. Thus they may demand that incorrect, incomplete, equivocal, outdated data about them be corrected, completed, clarified, updated or even deleted in case their collection and/or publication is forbidden.

In order to facilitate this ability all the exhibitor's data are gathered in a page accessible within their private area under the « Account » tab. At any moment the exhibitor has the possibility to update their personal data from this access.

8- CANCELLATION

e-attitude reserves the right to consider the present agreement simply void and terminated automatically without prior notice or possible damage claim in case of non-compliance with any of its clauses par the exhibitor.

Upon termination of the hosting account, data about the account will be kept confidentially for legal and archiving purposes.

9- GUARANTEE

e-attitude is not required to provide personalized assistance such as a hot-line to the exhibitor as a part of its services. However its team stays available for any requests or help queries sent by e-mail by the exhibitor.

e-attitude does not guarantee that its services will answer all the needs of the exhibitor or that they will remain exempt from any interruptions, delays, security incidents or dysfunctions.

The exhibitor will consult the site's homepage regularly in order to keep updated on the events affecting the services offered by e-attitude (dysfunctions, changes, new services, etc.).

e-attitude pledges to maintain a high quality of page consultation although it cannot guarantee its service or any backup. Consequently exhibitors should make sure to backup their data on a regular basis.

e-attitude is in no way responsible for damages caused to exhibitors or any third parties.

The exhibitor is aware of the specific risks related to the use of the Internet, notably the fact that data associated with their personal information might be acquired and/or transferred, including in countries that do not provide adequate level of protection for personal data.

The exhibitor grants e-attitude the right to use any and all components of their sites for presentation purposes and marketing or advertising actions related to e-attitude's services.

The present agreement constitutes the entire and sole contract between the parties.

10- APPLICABLE LAW

The present agreement is governed by French law.

Any dispute relating to the validity, the interpretation or the application of the present agreement – after any conciliation has failed – will be submitted to the relevant tribunals closest to e-attitude's headquarters.

11- TRANSFER RIGHTS

e-attitude reserves the right to assign or subcontract without prior notice all or any part of the present agreement's obligations. The exhibitor shall not in any way assign the benefit of this agreement to any third party.

12- DURATION

The present agreement becomes effective once the exhibitor is registered and stays valid for an unlimited period of time.

13- MODIFICATION OF BINDING TERMS

The exhibitor acknowledges that they are informed and accept without limitation the changes and evolution of the services. The present agreement is available at any time on the website so that the exhibitor may verify the conformity of their use of the services with the present terms.

Taking into account the evolution of the services it is convened between the parties that e-attitude will be rightfully and at any moment able to alter their contractual definitions and the terms of the present agreement.

14- ADVERTISEMENT

Aiming at developing the exhibitors' platform by increasing visits – thus adding value to their own galleries - e-attitude asks its exhibitors to help MAKE ITS ART GALLERY HOSTING SERVICE KNOWN by any means they deem appropriate. e-attitude grants any willing exhibitors the right to use its logo in their advertisements as well as on their respective Internet sites on the condition that they include an active link on these.

All the staff at e-attitude welcomes you

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