

General conditions of use of the Artàporter Platform

A) Scope of application

a) These General Conditions of Use (“General Conditions”) define the terms and conditions general rules for using the access services to the B2B2C e-commerce website called Artàporter (“Platform”), offered by Artaporter srl benefit company (“Company”), with registered office in Turin (TO) 10137 Corso Orbassano n. 402/6, VAT number 125930800, accessible on the website www.artaporter.it (“Site”) and its extensions usable through mobile applications.

b) Users must read before using and registering on the section of the Site that offers B2C services these General Conditions carefully, it being understood that they include any note, legal notice or information, available on the Site relating to the services offered as well as the terms referred to through links to This Page.

c) To use all the services offered through the Artàporter Platform, registration is required platform as well as full acceptance of the General Conditions.

d) By accessing the services offered by the Platform, users by clicking on "I accept" declare that they have read and accepted the terms and these General Conditions and undertake, to this end, to observe them provisions.

e) If users do not agree with one or more provisions contained in the General Conditions referred to above, are invited not to use this Site.

1. Definitions

1.1. Pursuant to and for the purposes of these general conditions, the expressions and terms below listed will have the following meanings: “General Conditions”: these general conditions of use, the premises thereof and the annexes, which they constitute an integral part of it;

“Company”: Artaporter srl benefit company (“Company”), with registered office in Turin (TO) 10137 Corso Orbassano n. 402/6, VAT number 125930800, owner of the B2B2C e-commerce software called Artàporter;

“Platform”: the B2B2C e-commerce software called Artàporter dedicated to purchasing and displaying of works of art published and accessible through the web connection at www.artaporter.it;

“Site”: the website accessible at the address www.artaporter.it and the related subdomains;

“Buyer”: consumer, natural person who makes the purchase, referred to in this contract, for non-purposes relating to any commercial or professional activity carried out.

“QR Code”: the code located next to the work of art that allows the buyer to make the purchase

booking/purchasing the work of art of your choice directly on the site;

“Works of art”: the artistic creations published on the Platform that constitute the object of the general conditions;

“Account”: the reserved part of the Site, accessible to users through the use of the Credentials assigned to the time of registration on the site;

“Credentials”: the user ID and password chosen by the user when registering on the Site;

“Artist”: any natural person, individual or collective, validated and registered by the Platform, i.e. the seller, who exhibits his works of art in the Hosts' facilities and which can be purchased on Site;

“Host”: any natural and legal person registered by the Platform who exhibits the works of art of the artists at their premises;

“Users”: those who use the Platform and who may have an Account.

2. Amendments and additions to the General Conditions

2.1. The Company reserves the right to modify, integrate and/or cancel, in whole or in part, the Services offered from the Platform and these General Conditions, as well as any document ancillary thereto for offer new services or to adapt to market needs or legal and regulatory provisions. In in this case, such contractual changes will be made known by publishing a notice on the Homepage of the Site. It will therefore be the User's responsibility to constantly visit the Terms and Conditions conditions of use whenever you access or visit this Site.

2.2. You will be subject to the Terms and Conditions of Use in effect at the time of your visit, unless the modification of the same or of the matter relating to the protection of personal data must not be carried out in compliance with legal provisions or at the request of a government authority. In this case the same they will also be applicable to accesses already performed.

2.3. If a User does not intend to accept the changes made by the Company, he/she will have the right to any time to request the cancellation of your Account by following the procedure available on your account personal area of the Site or by sending an email to artaporterproject@gmail.com with the subject "Account deletion".

3. Other applicable information

3.1. In the event of the purchase or sale of artwork on the Site, the following documents apply. Such documents form an integral part of the Terms of Use. By using the online Site, you accept the validity of these documents.

3.2. Terms and conditions for Consumer Buyers. In the case in which you are a consumer and purchase a work

Specific rules apply on the Site which can be consulted in the reserved area.

3.3. Terms and conditions for Artist Sellers. If a work is sold on the Site, rules apply specifications that can be consulted in the reserved area.

3.4. Terms and Conditions for Hosts. In the event that you exhibit a work of art in your facility for the purpose of to allow the purchase of the same on the Site, specific rules apply which can be consulted in the area reserved.

3.5. Various policies exist to ensure that the Online Site is considered safe and reliable. You can consult our information in the reserved area.

4. Terms and conditions of use of the Web Site

4.1. By using this Web Site, the User agrees to make legitimate use of it that complies with the law. In particular, you agree to:

- use the Site only to make legally valid reservations and purchases;
- not to make false or fraudulent reservations or purchases. In such case, the Company reserves the right to cancel this reservation/purchase and inform the competent authorities;
- to provide us with your contact details (email address, etc.) as well as your payment data in such a way truthful and correct; in the absence of this information, it will not be possible to continue with the purchase;
- to avoid any improper use of this Site as well as the introduction of viruses or other programs or materials that can cause technological damage. Otherwise, let us know from now on that we will be required to immediately contact the competent authorities with whom we will collaborate identify those responsible for the attack.

5. Scope of Service

5.1. The platform offers an online site where it is possible to present works of art by Artists (Sellers) to site users (potential Buyers), in order to give them the opportunity to discover and purchase them directly from the site or via the QR Code located next to the works exhibited at the Hosts' premises.

5.2. Users are all those who use the Site online. The scope of the service offered by the platform is limited as follows: Sellers are responsible for the artwork they sell; the Hosts are responsible for the custody of the works of art exhibited on their premises.

5.3. Artaporter plays a purely auxiliary role, providing an online site and services supplementary and cannot exercise any control or be responsible for their quality, safety or accuracy of the works.

5.3.1. Artaporter is not involved as a party in the Sales Contract. The Buyers will stipulate automatically a purchase agreement ("Sales Contract") with the Seller of a specific work

of art for the amount of the Offer (the "Purchase Price") according to the Terms of Use of the platform.

5.3.2. Artaporter does not intervene as a party to the Deposit Agreement between the Artist and the Host. The Artist will stipulate automatically a custody agreement ("Storage Agreement") with the Host of a specific work of art, according to the platform's Terms of Use.

6. Artaporter registration

6.1. Before you can use the Service, you must register on the platform and accept the Conditions General. Normally, anyone can sign up to the platform. Anyone who uses the platform will be able to have after registering your "Account". The platform will send a communication regarding the opening of the Account. If you are under 18, however, you must obtain the consent of your legal guardian or guardians. The registration rules are listed below:

- provide accurate, complete and truthful information when creating your Account. It is not allowed use false information or impersonate another person or company through your Account. It is necessary

always keep this information up to date.;

- choose an appropriate username that is not or cannot be considered offensive or vulgar, and that does not infringe the intellectual property rights of any third party or otherwise violate these Terms of Use;

- protect your Account by always keeping your username and password combination secret.

You are solely responsible for any activity related to your Account.

- in order to ensure that the online Site is and remains reliable and secure, the company reserves the right to deny the ability to create an Account, limit the use of the Account and terminate the right of access to the Account.

6.2. If you violate the Terms of Use, you will no longer be permitted to register. In case access site has been restricted in accordance with the Terms of Use, you will not be permitted to register with another Account or access and use the site through another User's Account.

7. Purchase Rules

The aim of Artaporter is to facilitate the meeting between Artists, Hosts and buyers and to ensure that all sales online are carried out without inconveniences and that non-compliant behavior does not occur. For this purpose, some rules have been established for the purchase of works of art:

- all indications and instructions provided by Artaporter or on its behalf must be respected regarding online purchases. In the event of situations that fall outside the scope of the conditions covered by the Terms of use, in the event of disputes between bidders or other irregularities, the terms will be adopted measures necessary for their composition.

- every offer is binding and any Offer made from your Account will be deemed to have been made by account holder, even if the offer is made by someone else through the aforementioned Account.

- agreements outside the site are not accepted, and in particular, it is not permitted to directly contact the seller to conclude a purchase contract outside of Artaporter for works of art for sale on Online website.

8. User Material

8.1. While using the platform, it is permitted to upload material such as, for example, descriptions of works artwork, photographs, specifications, opinions, messages, sales offers and/or advertisements; on such occasions the user you must understand and accept that you are responsible for the material published on the site; ensure that the material is not false, inappropriate, does not conflict with good customs, is not violent, non contains links to pornographic material or pornographic websites, and does not promote illegal activities. The posted material must not violate any law or regulation or these Terms of use; must not infringe the rights of third parties and must not be unlawful in any other way third parties or Artaporter. However, it remains at Artapoter's sole discretion to accept or reject the works on the web portal.

8.2. By publishing the material on the Site the User grants the platform a license to use it. It is understood that you will retain all intellectual property rights in your material published on the site. However, a free, partial rights-free, non-exclusive, perpetual and non-perpetual license is granted to the platform revocable which allows your User material to be placed in the public domain and/or reproduced for all purposes that Artaporter deems necessary (e.g. for promotional purposes).

8.3. This free license allows the platform to promote the works of art and the online site anywhere format and through any channel. The foregoing license does not terminate if your Account terminates deleted or when you decide to stop using the Site. You agree not to claim any moral rights against Artaporter regarding the use of the material published on the website.

8.4. If you believe certain user material is illegal, you must submit it communication to the platform. Artaporter's only obligation is to remove user material of an unequivocally illicit nature after receiving notification of it.

8.5. Artaporter has the right to remove or modify User material from the Site without being held liable responsible for any damage.

9. Removal, suspension of Account

9.1. The User can remove their Account at any time. Artaporter has the right to refuse the removal of the Account if it is still necessary to fulfill certain obligations (such as e.g. payment obligations) towards Artaporter or other users or if there is the possibility that complaints arise relating to recently sold works.

9.2. Artaporter has the right to remove an Account if it is legally obliged to limit its account

service to a user or in the event that it is no longer in his commercial interest to provide him with the Service.

9.3. Any violation of these Terms of Use may result in immediate termination of your Account without the need for formal requirements.

9.4. Artaporter has the right to suspend the Service if it has sufficient reasons to believe that you are not acting in accordance with these Terms of Use.

9.5. Artaporter reserves the right to initiate complaints. To this end Artaporter has the right, at any time and at its discretion, to suspend payment or refund, withhold payment, offset any request for financial compensation that you may have against you with a complaint financial that he may have towards the platform. If one of these actions is regulated by law mandatory right of consumers, Artaporter will only be able to act in compliance with this mandatory right.

10. Limitations of Liability and Indemnification

10.1. The Company assumes no responsibility for content created or published on third-party sites with which the Platform has a hypertext link ("link"). The Company does not control such links and is not responsible for their contents or their use. The presence of links on the Platform does not imply any acceptance by the Company of the material published on such websites or any other relationship between the Company and their managers. The User who decides to visit a website connected to the Platform or in in any case, the Site does so at its own risk, assuming the responsibility of taking all necessary measures against viruses or other malware.

10.1.1. The Company declines any responsibility for damages resulting from the conclusion, execution (including the collection or delivery of the works) and/or dissolution of a sales contract by the buyer or seller; to the cancellation of a transaction by Artaporter or the dissolution of a contract sale by Artaporter on behalf of a user.

10.1.2. The Company declines any responsibility for damages resulting from the conclusion, execution (including custody or return of the works) and/or dissolution of the deposit contract by of the artist or host.

10.2. The Company cannot be held responsible for losses which are not a consequence of breach of these General Conditions and for any other indirect or consequential loss, foreseeable or not by the User when he started using the Services offered by the Platform. The Company will also not be responsible for any delay or failure to fulfill its obligations under the these General Conditions if the delay or non-compliance arises from fortuitous circumstances or causes of major force.

10.3. For the purposes set out above, events which are outside the limits of force majeure are considered to be events control of the Company and which the latter could not reasonably foresee and avoid and which prevent or make significantly more complex the execution of the delivery, by way of title illustrative and non-exhaustive: strikes, earthquakes, war and similar events, epidemics, etc.

10.4. To the maximum extent permitted by applicable law, Artaporter will be held harmless and indemnified against any claims made by other Users or third parties incurred by the platform as a result of failure to execute the terms of use, inappropriate use of the site, any violation of the law or regulations or an illicit act by the user.

11. Processing of personal data and cookies

11.1. The use and processing of personal data provided by the User during the performance of the services or at termination of the same, will take place in compliance with Italian and European legislation regarding the protection of personal data (Legislative Decree 196/03 and EU Reg. 679/2016, so-called GDPR). The Company's privacy policy is available on the Site at the following link <https://www.artaporter.it/formazione-privacy>.

11.1.1. To allow Users to fulfill the obligations deriving from a concluded Sales Contract between buyer and artist, we make the necessary information available to Users who request it personal data (such as name, e-mail address, telephone number and address) of other Users. However, we cannot be held responsible for the accuracy of a User's personal data shared with a other User.

11.1.2. In the event that the platform and a User are jointly responsible for the processing of relevant personal data, and in the event that Artaporter is sued, fined or otherwise suffers damages for any deficiency that may be attributed to the User in question, the User agrees to compensate Artaporter for such damages.

11.1.3. In the event that we receive the personal data of another User, they will be treated in accordance with applicable (data protection) laws and regulations. The User will have to process such information only to fulfill the obligations necessary to resolve any problems arising from the Sales Contract or to fulfill certain legal obligations. For example, in certain cases you may be asked to retain some information to fulfill accounting obligations. However, these cannot be used personal data for commercial purposes, for example by sending unsolicited communications or contacting the User for these purposes. In case of violation of the aforementioned provisions, the User will be responsible for the damages suffered from Artaporter.

11.2. The Web Site uses session cookies whose main objective is to verify, for example for example, if the user is logged in or if he has placed an item in the cart; persistent cookies for

save favorite products; cookies coming from third-party sites or servers, and therefore different from Artàporter.

11.3. The user's prior consent for the use of cookies is required only in relation to the so-called "analytical cookies" and profiling, aimed at statistical analysis on the use of a website or the creation of user profiles for advertising purposes. However, prior consent is not required for the use of so-called "technical cookies", strictly necessary to provide the service expressly requested by the user.

11.4. The use and processing of cookies will take place in compliance with Italian and European legislation matter of personal data protection. The Company's cookie policy is available on the Site at the following link <https://www.artaporter.it/cookie-policy>.

12. Intellectual property

You acknowledge and agree that all copyrights, trademarks and any other proprietary rights intellectual property on the materials or contents presented as an integral part of the Site are the exclusive property of the Company and/or those who have granted license for their legitimate use. The User may use this material only in the ways for which it will receive express authorization from the Site or from those who have licensed for their use. The use of the aforementioned contents cannot in any case imply acquisition the User of any property rights.

13. Assignment

13.1. The Company reserves the right to transfer, assign or dispose of – at any time and without necessity of any communication and/or authorization - of all or some of the rights or obligations deriving from these General conditions.

13.2. The Company reserves the right to entrust the management of the Site and/or the Platform to third parties at any time

moment and without the need for any communication and/or authorization from the User.

13.3. The User may not assign or transfer in any way their rights or obligations deriving from these General Conditions without the written authorization of the Company.

14. Electronic Communications

All communications foreseen and/or permitted pursuant to these General Conditions will be carried out in electronic form, by email or by publishing notices and communications on the Site and/or the Platform on to which the User is registered. To this end, the User expressly acknowledges and accepts for the contractual purposes that notices, disclosures and other communications that we provide electronically meet the requirement in written form, as required

by law. The User indicates in the registration form the email address to which he wishes the emails to be sent communications.

15. Disputes with other users

15.1. Artaporter requires users to resolve any disputes between them and, if necessary, it will do so as reasonably possible to mediate between the seller and the buyer. Therefore, any complaints between the parties must be brought to the attention of Artaporter who will undertake to resolve the dispute that has arisen in good faith and in compliance with these terms of use.

15.2. It is understood that Artaporter's decisions have no effect on the validity of the contract sales and warehousing. Therefore, the buyer and seller, as well as the artist and the host, are free to discuss between them the claims relating to the respective contracts.

15.3. It is understood that the platform will not have the obligation to compensate damages or pay compensation to the buyer, seller or host, in relation to disputes relating to the contracts referred to above.

6. Applicable law and competent court

16.1. These General Conditions are governed by and must be interpreted according to Italian law.

16.2. For any dispute arising from or connected to this contract, the parties shall submit the dispute to the Piedmont Chamber of Arbitration. Where the dispute has not been composed therein within 45 days of the relevant resolution or within a different period if applicable agreed in writing, the parties may appeal to the Court of Turin. For any dispute arising or relating to the use of the Site by the consumer user, the Judge of the place of residence will be competent of the consumer's domicile.

17. Final provisions

17.1. Under no circumstances will the Company's failure to exercise its right to act against the Users in default of these General Conditions, does not constitute any form of waiver of rights of the Company or any recognition of any adverse claim.

17.2. If any provision of these conditions is held to be invalid, void or for any inapplicable reason, this condition will not in any case affect the validity and effectiveness of the other predictions.

