

# PRIVATE GALLERY SERVICE TERMS & CONDITIONS

These Service Terms & Conditions (“the T&Cs”) govern your use of the Private Gallery web and mobile app.

They are an agreement between you (the User) and PRIVATE GALLERY GROUP, a SAS (French Simplified Joint Stock Company) established under the laws of France and registered at the Paris Commercial and Companies Registry trade register under no. 895 068 187 (VAT no. FR36895068187), with its head office at 1 Place Paul Verlaine, 92100 Boulogne-Billancourt - France (“PRIVATE GALLERY”).

Please take the time to read these T&Cs before you sign into the app and start using it. Signing in and using the app is not possible if you do not accept these T&Cs.

## ARTICLE 1 : DEFINITIONS

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When used in these T&Cs, these terms and expressions shall have the following definitions:

- « **Subscription** » The paying subscription allowing the User to access the App and use the Services.
- « **Listing** » Any listing published by a Marketplace Seller on the Marketplace Service, consisting in the offering of a product or service by that Marketplace Seller.
- « **App** » The Private Gallery application, on which the User may use the Marketplace Service and the Concierge Service, as described below. (Unless otherwise stated, “the App” refers both to the web version and to the mobile version of that application.)
- « **Shop** » The page(s) of the App where a Marketplace Seller may publish its Listings and other information such as its contact details and information regarding its legal entity, products/services and its sale/service terms and conditions.

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|-------------------------|--|
| « User Account »        | The User's strictly personal right to access the App, materialized by a unique set of credentials.   |
| « Parties »             | The User and PRIVATE GALLERY, collectively.  |
| « Concierge Service »   | The service described under <a href="#">Article 4.3</a> , which allows the User to give PRIVATE GALLERY a mandate to search and buy, on their behalf, a product or service which is not listed on the Marketplace Service. |
| « Marketplace Service » | The service described under <a href="#">Article 4.2</a> , which allows the User to directly buy products and/or services offered by Marketplace Sellers in the form of Listings.   |
| « Services »            | The Concierge Service and the Marketplace Service, collectively.   |
| « User »                | Any person who owns a User Account and a valid Subscription, and is therefore authorized to use the App and the Services.  |
| « Seller »              | Any legal or natural person from whom the User buy a product or service through the Concierge Service or the Marketplace Service.  |
| « Marketplace Seller »  | Any Seller with whom the Seller conclude a Marketplace Sale through the Marketplace Service.   |
| « Sale »                | Any sale or service agreement concluded by and between the User and a Seller through one of the Services.  |
| « Marketplace »         | Any Sale concluded by and between the User and a Marketplace Seller through the Marketplace Service.   |

Those terms and expressions may be used either in their singular or plural form, as applicable.

## **ARTICLE 2 : SUBJECT MATTER – ENTIRE AGREEMENT**

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The subject matter of these T&Cs is to set forth the conditions at which the User may access the App and use the Services, and the rights, obligations and liabilities of the Parties in this context.

These T&Cs constitutes the Parties' entire agreement with respect to the subject matter defined above. They replace and supersedes all and any prior agreements, documents or messages, either oral or in writing, by or between the Parties in relation to that subject matter. Unless explicitly stated otherwise, information published on the App and more generally on PRIVATE GALLERY's communication supports, other than these T&Cs, as well as all communications, either oral or in writing, between PRIVATE GALLERY and the User, shall have no contractual value and is purely informative.

The App and the Services are to be used by consumers as per the first article of the French Consumer Code, i.e. persons who act to ends that do not fall within the scope of their commercial, industrial, artisanal or agricultural activities. If the User uses the App and/or a Service in a professional quality, certain rights and warranties set forth in these T&Cs shall not apply in their respect.

## **ARTICLE 3 : DURATION AND TERMINATION**

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These T&Cs shall apply as of their acceptance by the User (which is to be granted as of the creation of the User Account, as stipulated in Article 4.1.2 below).

They shall remain in force as long as the User uses the App. For clarity (i) the User may ask termination of their Subscription at any time as per Article 6.1 below, and (ii) PRIVATE GALLERY may, as per Article 11.2 below, cancel the User's User Account in case the User should not comply with these T&Cs, and the cancellation of the User Account shall result in the immediate termination of these T&Cs with respect to the User.

As an exception to the paragraph above, Articles 7.2, 8, 10, 11 and 12 shall survive termination of these T&Cs, each for the duration necessary to the fulfilment of their respective subject matter.

## **ARTICLE 4 : DESCRIPTION OF THE APP AND THE SERVICES**

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### **4.1. Access to the App**

#### **4.1.1. Technical prerequisites**

Access and use of the App require that the User have a device and a web browser which are sufficiently recent with regard to the then-current state of the market and an Internet connection with sufficient bandwidth.

PRIVATE GALLERY does not guarantee that the App shall be accessible through all devices and/or web browsers, especially where those would be obsolete with regard to usual technical specifications on the then-current market.

Costs related to access and use of the App (including device acquisition costs, subscription to ISP services, etc) shall be borne by the User exclusively.

#### **4.1.2. Signing in (creation of the User Account)**

Access to the App requires that the User create their User Account using the dedicated form on the App. The User must define the credentials of their User Account (i.e. their

email address and a password) in that dedicated form; those credentials shall then be used to connect to the App.

PRIVATE GALLERY reserves the right to refuse the creation of a User Account should the User already have another User Account which was suspended or cancelled as per [Article 11](#) below.

#### **4.1.3. Payment of the Subscription**

Access to the App and use of the Services require that the User have a valid ongoing Subscription, paid in accordance with [Article 6.1](#) below.

At the end of their Subscription, the User shall lose all right to access the App and use the Services.

### **4.2. Marketplace Service**

#### **4.2.1. General description of the Marketplace Service**

The Marketplace Service allows the User to browse Marketplace Sellers' Shops and Listings and to conclude Marketplace Sales with such Marketplace Sellers, where both the User and the respective Marketplace Seller agree to do so.

The Marketplace Service is a web service allowing several parties (the User and a Marketplace Seller) to get in touch to conclude an agreement relating to the sale of a product or a service, as defined by article L.111-7 of the French Consumer Code.

As such, PRIVATE GALLERY's role and responsibility in the context of providing the Marketplace Service are those of a pure intermediary; PRIVATE GALLERY shall in no case be a party to Marketplace Sales concluded by Users and Marketplace Sellers, nor shall it be held liable in any way in relation to those Marketplace Sales.

#### **4.2.2. Browsing Shops and Listings**

The User may browse Marketplace Sellers' Shops and Listings as published by the respective Marketplace Sellers on the App.

For clarity, the content of Shops and Listings, including in particular the nature, characteristics, available quantities and prices of the products/services offered by Marketplace Sellers are determined by the respective Marketplace Sellers under their own and exclusive responsibility. PRIVATE GALLERY shall not be able or obliged to verify the accuracy or conformity of that content. Without prejudice to the foregoing, should the User consider that a given content is unlawful, deceptive or otherwise infringes their rights, they may report it to PRIVATE GALLERY as per [Article 4.2.4](#) below.

Listings may be classified using the following criteria: product category, brand, newness, price, size, trend, suggestion. By default, if no specific criterion is selected by the User, they

will be listed in accordance with the following criterion: product category, suggestion, trend.

PRIVATE GALLERY declares that it has no specific financial link with any Marketplace Seller whatsoever which may impact the classification of Listings or Shops of that Marketplace Seller on the App. The “News” section of the App allows Sellers to advertise certain products and services on a paid basis; however this does not affect the classification of Listings and Shops in the Marketplace Service.

#### **4.2.3. Buying a product or service (Marketplace Sales)**

The User may use the App to conclude Marketplace Sales directly with Marketplace Sellers.

It is the User’s responsibility, before doing so, **(i)** to read the concerned Listing and the Marketplace Seller’s sale/service terms and conditions, as published by that Marketplace Seller, carefully and entirely, and **(ii)** should the Listing and the Shop do not bear all useful information, to contact the Marketplace Seller to ask them all relevant questions prior to concluding the Marketplace Sale.

By concluding a Marketplace Sale with a Marketplace Seller, the User understands and agrees that they shall be bound by that Marketplace Seller’s sale/service terms and conditions and commit to respect its obligations under those terms and conditions.

All and any payment made by the User to a Marketplace Seller in the context of a Marketplace Sale must be performed through the dedicated payment service module on the App.

Delivery of products and provision of services bought in the context of Marketplace Sales shall be performed under the Marketplace Seller’s own and exclusive responsibility, even where the Marketplace Seller has subcontracted delivery of products to PRIVATE GALLERY. For Sales relating to a service, the User and the respective Marketplace Seller may need to get in touch outside of the App to organize provision of that service, as applicable. All claims in relation to the foregoing and more generally to Marketplace Sales must be submitted directly to the respective Marketplace Seller and managed directly by and between the User and the Marketplace Seller; PRIVATE GALLERY shall have no obligation to intervene in such situations.

Delivery fees in the context of Marketplace Sales relating to products may be at the User’s charge, depending on the Marketplace Seller’s policy; the User must check the Marketplace Seller’s terms and conditions to verify this aspect prior to concluding the Marketplace Sale.

#### **4.2.4. Reporting a content on the Marketplace**

Without prejudice to [Article 4.2.3](#) above as for claims relating to Marketplace Sales, the User may, using the dedicated email address [contact@privategallery.fr](mailto:contact@privategallery.fr), report to

PRIVATE GALLERY any Listing, Shop or other content published by a Marketplace Seller on the App which the User deems (i) is unlawful or infringes their rights or a third party's rights, (ii) is deceptive or (iii) does not accurately describe the actual product/service provided by the Marketplace Seller.

Reporting a content in the manner described above shall be construed as a request to have that content withdrawn from the App.

PRIVATE GALLERY shall review the reporting as soon as reasonably possible and may require the User to provide any additional information as necessary to do so, in which case the User shall promptly provide the requested information.

PRIVATE GALLERY shall inform the User about its decision with regard to the reporting and the possible ways in which the User may challenge this decision.

### **4.3. Concierge Service (Personal Assistant)**

Using the dedicated chat service on the App, the User may grant PRIVATE GALLERY a mandate to buy, on its behalf, a product or service which is not listed on the Marketplace Service.

To do so, the User must provide PRIVATE GALLERY with a sufficiently precise description of the product or service they wish to buy. PRIVATE GALLERY shall look for Sellers' offers which may be of interest to the User based on that description.

PRIVATE GALLERY shall then present the User with the different offers it has identified as relevant, by providing them with the information published by the respective Sellers or received from them in relation to the respective product/service. Such information shall be provided to the User as so published/received; PRIVATE GALLERY shall have no obligation to verify its accuracy or look for additional information which is not readily available. Should the User wish to get more information, PRIVATE GALLERY may provide them with the respective Seller's contact details so as to allow the User to get in touch with that Seller.

Where the User instructs PRIVATE GALLERY to buy a product/service among the presented offers, they shall give PRIVATE GALLERY funds equal to the price of that product/service (plus the mandate commission stipulated under [Article 6.3](#) below) using the dedicated payment service module on the App. Any failure or delay in the transmission of the funds will impede the provision of the Concierge Service.

Once it has received the funds, PRIVATE GALLERY shall proceed to buy the product/service on behalf of the User as soon as practically possible. As applicable, it shall deliver the product to the delivery point requested by the User or provide the User with the necessary elements to benefit from the service (e.g. event tickets, service voucher, etc).

**Important:** The User recognizes and agrees that, in the context of the Concierge Service, PRIVATE GALLERY shall buy the request products/services on their behalf, which means that the User shall be personally liable with respect to the respective Sellers in relation to the respective Sales. PRIVATE GALLERY shall act as a mere proxy between the User and the Sellers.

Therefore, all and any claims relating to a product/service bought by PRIVATE GALLERY on behalf of the User in the context of the Concierge Service must be submitted directly to the respective Seller, and managed directly with that Seller.

The User recognizes and agrees that **(i)** it is possible that PRIVATE GALLERY should not find any offer based on the wishes and expectations expressed by the User, **(ii)** it is the User's responsibility to provide PRIVATE GALLERY in due time with all and any appropriate, clear instructions for the execution of the Concierge Service and the necessary funds to buy the chosen products/services, **(iii)** delays may be incurred in the execution of the Concierge Service depending on supply and delivery conditions of the respective Sellers, over which PRIVATE GALLERY may have no control.

PRIVATE GALLERY may refuse any request which it deems **(i)** may infringe applicable laws and regulations, such as requests for unlawful products or services, and /or **(ii)** is not realistic, such as requests to buy a product that is not available in France or subject to certain buying restrictions. In any case, PRIVATE GALLERY shall have no obligation to pay Sales with its own funds and/or to commit personally towards a Seller.

## **ARTICLE 5 : USERS RIGHTS IN RELATION TO SELLERS**

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The User is informed that they have several rights which may be opposed to Sellers in the context of Sales. These rights may be opposed to the Sellers only, as PRIVATE GALLERY is not a party to the Sales.

Without prejudice to the foregoing, the User may contact PRIVATE GALLERY to be referred to the Seller so as to exercise their rights with that Seller, should the User be unable to get in touch with the Seller by their own means on the basis of information published on the App or other communication supports of the Seller.

### **5.1. Hidden defects warranty**

The User may exercise the hidden defects warranty (as per article 1641 of the French Civil Code) in the context of Sales relating to products.

Should the User, after receiving the product, detect a major defect in that product which impedes its normal use and could not be immediately detected when receiving the product, the hidden defects warranty allows the User to request from the Seller **(i)** the

reimbursement of the price of the product, in which case the User shall return the product or **(ii)** a reduction of the price of the product, should the User wish to keep the product in spite of the defect.

The hidden defects warranty must be opposed to the Seller directly (i.e. not to PRIVATE GALLERY) within 2 years starting from the reception of the product by the User.

## **5.2. Guarantee of conformity**

The User may exercise the guarantee of conformity (as per article L.217-4 of the French Consumer Code) in the context of Sales relating to products.

Should the User detect a non-conformity in a product sold by a Seller (i.e. should that product not be as advertised by the Seller), the guarantee of conformity allows the User to return the product to the Seller within 2 years starting from the reception of the product by the User.

In that case, the User may request the Seller to replace the product or, if not, at the User's choice, **(i)** a full reimbursement of the price of the product or **(ii)** a reduction of the price of the product, if the User wishes to keep the product in spite of the non-conformity.

The guarantee of conformity must be opposed to the respective Seller (i.e. not to PRIVATE GALLERY).

## **5.3. Right of withdrawal**

The User may exercise a right of withdrawal (as per article L.221-18 of the French Consumer Code) in the context of Sales (relating either to a product or a service).

The right of withdrawal allows the User to revoke its consent to the Sale within 14 days starting from the reception of the product by the User or the subscription of the service, in which case the User may obtain a full reimbursement of the price paid to the Seller.

**Important:** The right of withdrawal is subject to certain specific conditions, exceptions and modalities. The User should check the information provided by the respective Seller to learn how they may exercise their right of withdrawal with that Seller.

In any case, the right of withdrawal must be opposed to the respective Seller directly (i.e. not to PRIVATE GALLERY).



## **ARTICLE 6 : FINANCIAL TERMS**

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### **6.1. Subscription**

To access the App and use the Services, the User must pay a Subscription. The price will be clearly displayed at the time of registration, depending on the User's geographical area, the User's currency and the Subscription offer chosen.

The Subscription must be paid upfront each month, using the payment service module on the App. A Subscription lasts one month and is automatically and tacitly renewed each month through the credit/debit card used for the first payment, unless the User terminates the Subscription as stipulated below.

The User may terminate their Subscription at any time using the dedicated feature on the App. The termination shall be effective at the end of the then-current Subscription month, and the price for that month will be due by the User in its entirety.

In case of payment failure as of the date of renewal of the Subscription, the Subscription shall not be renewed and the User shall lose all rights to access the App and use the Services until they pay a new Subscription.

As an exception to the foregoing, pursuant to article L.221-18 of the French Consumer Code, the User may exercise their right of withdrawal within the first 14 days of their first Subscription month. If the User uses their right of withdrawal within that period, their Subscription shall be terminated as of the date of reception of their request of withdrawal by PRIVATE GALLERY, and the User shall be entitled to a partial reimbursement of the price of the Subscription, calculated on the basis of the Subscription time elapsed prior to the request of withdrawal. The User may send their request of withdrawal to PRIVATE GALLERY using the dedicated email address [contact@privategallery.fr](mailto:contact@privategallery.fr); they may use the model request of withdrawal published on the following web page (in French): <https://www.service-public.fr/professionnels-entreprises/vosdroits/R38397>.

### **6.2. Marketplace Sales**

Payment of products and services bought from Marketplace Sellers and of the respective delivery fees is the User's sole and exclusive responsibility. PRIVATE GALLERY shall have no obligation in relation to such payments, nor shall it be obliged to intervene in a dispute related to such payments.

Payments in the context of the Marketplace Service, i.e. any payments to a Marketplace Seller in relation to a Marketplace Sale (including, as applicable, a Marketplace Sale relating to a service), must be performed through the App, using the payment service module on the App.

### **6.3. Sales concluded through the Concierge Service (PRIVATE GALLERY's commission)**

The User shall pay PRIVATE GALLERY a 20.00% mandate commission on the price (VAT included) of each product/service bought on its behalf in the context of the Concierge Service.

The mandate commission must be paid to PRIVATE GALLERY at the same time the funds necessary to buy the product/service are provided to PRIVATE GALLERY. It is to be paid in euros exclusively. PRIVATE GALLERY shall not proceed with the buying of the product/service until the mandate commission is duly paid and received.

### **6.4. Conversion and exchange rate**

The platform integrates several currencies accepted for all payments made within the framework of the Services, displayed in the User's profile according to his geographical area, and modifiable manually.

In case the User wish to pay in a currency other than those displayed, currency exchanges shall be performed by the provider of the payment service module integrated on the App at the then-applicable exchange rate; the User shall have an opportunity to verify the price expressed in the chosen currency before finalizing the payment.

## **ARTICLE 7 : PARTIES' OBLIGATIONS**

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### **7.1. PRIVATE GALLERY's obligations**

PRIVATE GALLERY shall:

- Provide the Services in a diligent and professional manner;
- Use its best efforts to ensure that the App (including the payment service module) is accessible and well-functioning;
- Provide the User with reasonable technical assistance in relation to the App.

All PRIVATE GALLERY's obligations under these T&Cs are but best efforts obligations and shall in no case be construed as warranties or obligations to achieve a certain result.

### **7.2. User's obligations**

The User shall:

- Use the App and Services in a lawful manner and to lawful ends only;

- Warrant that all information and contents they publish or transmit on/through the App and in the context of the Services (especially in the context of their relationships with Sellers) are accurate, lawful and sincere;
- Verify that the App, the Services and Sellers' products/services satisfy their needs, expectations and constraints prior to paying the Subscription and concluding a Sale;
- Provide PRIVATE GALLERY with all and any relevant information to facilitate provision of the Services, especially, in the context of the Concierge Service, by expressing all their needs, expectations and instructions as to sought products/services in a clear and precise manner;
- Pay PRIVATE GALLERY all sums necessary to the execution of the Services or which are due to PRIVATE GALLERY in consideration of the Services in a timely and complete manner;
- Comply with their own obligations towards Sellers; for clarity, it is reminded that PRIVATE GALLERY shall not be a party to Sales concluded by and between the User and Sellers;
- As applicable, submit their claims in relation to Sellers directly to the latter, and hold PRIVATE GALLERY harmless against such claims;
- Make sure that credentials of their User Account remain confidential, and inform PRIVATE GALLERY immediately in case they suspect those credentials are corrupted or their User Account has been used by unauthorized third parties.
- To pay the possible customs charges if the order is subjected to it. These costs will not be known in advance either by Private Gallery or by the deliverer, and vary depending on the country served. They will be charged to the User, on request of the delivery service (DHL Express).

Without prejudice to the foregoing, any use of the User's User Account shall be reputed to have been performed by the User themselves, and the User shall be responsible for all and any use of their User Account by a third party they have authorized to access their User Account, either deliberately or by negligence.

## **ARTICLE 8 : INTELLECTUAL PROPERTY**

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The App and all its components and elements integrated therein (such as trademarks, logos, software, graphic charter, images and/or texts) ("**Protected Elements**") are PRIVATE GALLERY's sole and exclusive property or were licensed to PRIVATE GALLERY by third parties. In any case, these T&Cs may not be construed as providing the User with any right whatsoever on the Protected Elements.

In any case, the User is not authorized to (i) modify, improve, translate, adapt and/or rearrange all or any of the Protected Elements, (ii) create derived works based on all or any of the Protected Elements, in any manner, or (iii) commercialize, offer, sell, advertise,

distribute, rent, loan all or any of the Protected Elements, or authorize any third party to use all or any of the Protected Elements, whether freely or on a paid basis.

## **ARTICLE 9 : DATA PROTECTION**

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The User is informed that personal data relating to them is collected and processed in the context of their use of the App, as described in the Privacy Policy.

## **ARTICLE 10 : LIABILITY**

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### **10.1. PRIVATE GALLERY's liability**

It is reminded that PRIVATE GALLERY, in the context of the Services, acts as a mere intermediary (and as a proxy between the User and Sellers in the context of the Concierge Service); as such, PRIVATE GALLERY cannot be held liable with respect to the Sellers' actions, behaviour, omissions and information provided/published by the Sellers and/or execution of Sales by the Sellers.

PRIVATE GALLERY does not warrant that products/services sought or bought by the User will actually be available, accurate, of sufficient quality and/or apt to satisfy the User's needs and expectations, and shall not be held liable in case of a Seller's refusal to sell a product/service to the User.

PRIVATE GALLERY's liability under these T&Cs shall be limited to damages **(i)** personally incurred by the User, **(ii)** which were foreseeable at the time of entering into the Agreement and **(iii)** which are proved to be a direct consequence of an infringement, on PRIVATE GALLERY's part, to its obligations under these T&Cs (three conditions **(i)**, **(ii)** and **(iii)** being cumulative).

For clarity, losses of opportunity to buy a product or service shall not be considered foreseeable damages as per the paragraph above and therefore PRIVATE GALLERY's liability shall not be incurred in relation to such situations; as a mere intermediary and proxy, PRIVATE GALLERY gives no warranty that Services will allow the User to find products or services that suit their expectations, nor that Sellers will accept to conclude Sales with the User or will actually execute the Sales.

In addition to the foregoing, PRIVATE GALLERY shall not be held liable for damages resulting from **(i)** an action or omission of the User, **(ii)** an action or omission of a third party which is extraneous to the execution of these T&Cs and/or **(iii)** a case of force majeure.

The User recognizes and agrees that the liability limitations above are stipulated in consideration of the nature of the Services and PRIVATE GALLERY's role as a mere intermediary and proxy in the context of those Services.

## **10.2. User's liability**

In the context of the App and the Services, the User shall be sole and entirely responsible for:

- Accuracy, lawfulness and sincerity of all information they upload, publish or transmit on/through the App and in relation to the Services, both towards PRIVATE GALLERY and towards Sellers;
- Choosing the credentials of their User Account and confidentiality of those credentials;
- Verifying adequation of products/services bought through the Services with regard to their needs and budget prior to concluding the respective Sale, and contacting the respective Seller in case of doubt or need for additional information;
- Payment of products/services bought through the Services and, as applicable, delivery fees.

The User warrants that they will comply with all their obligations under these T&Cs and shall hold PRIVATE GALLERY harmless against any consequences of an infringement to these T&Cs.

## **ARTICLE 11 : SUSPENSION AND CANCELLATION OF USER ACCOUNT**

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### **11.1. Suspension of User Account**

Should PRIVATE GALLERY suspect that the User does not comply with these T&Cs, it reserves the right to suspend access to the User's User Account for the duration necessary to verify the existence, scope and seriousness of the non-compliance and to determine measures to be taken.

In such a case, PRIVATE GALLERY shall notify the User about the suspension of their User Account by any mean and shall allow the User to provide justifications.

Payment of the Subscription shall still be due for the duration of suspension of the User Account.

## **11.2. Cancellation of User Account**

In case the User has infringed these T&Cs, PRIVATE GALLERY may, after allowing the User to provide justifications as to the infringement, proceed with the permanent cancellation of the User's User Account.

In such a case, full payment of the then-current Subscription month shall still be due, and the User shall be entitled to no reimbursement or compensation.

Cancellation of the User Account shall result in the immediate termination of these T&Cs with respect to the User; PRIVATE GALLERY reserves the right to seek any compensation, including, as applicable, financial damages, for the infringement.

## **ARTICLE 12 : MISCELLANEOUS**

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### **12.1. Prevalence of French version of the T&Cs**

The French version of those T&Cs shall prevail on all its translations, as applicable. Translations provided by PRIVATE GALLERY are purely informative.

### **12.2. Modification**

PRIVATE GALLERY may modify these T&Cs at any time.

In case of modification, the User shall receive a notification at the email address associated with their User Account, and shall need to accept the new T&Cs as of their first connection to their User Account following the entry into force of those new T&Cs. Should the User not accept the new T&Cs, they will not be able to access the App.

### **12.3. Agreement on proof**

Information stored on PRIVATE GALLERY's and its subcontractors' IT systems shall prevail, as proof, in relation to any claim or dispute under these T&Cs, unless such information is proved to be incomplete, erroneous, corrupted, or falsified.

### **12.4. No waiver**

A Party's silence or tolerance towards the other Party's infringement to its obligations under these T&Cs shall in no event be construed as a waiver on that first Party's part.

### **12.5. Partial nullity**

Should one or several clauses of these T&Cs be held null or void under any law, regulation or a court decision, the Parties agree to negotiate in good faith to replace the respective clause(s) with clauses as close as possible to the general spirit of their initial understanding.

All non-affected clauses shall remain enforceable, unless the sheer purpose of these T&Cs is held null or void.

## **12.6. Claims and communication**

Any claim or communication relating to the App, the Services or these T&Cs must be submitted to PRIVATE GALLERY using its email address [contact@privategallery.fr](mailto:contact@privategallery.fr), by phone +33 1 84 60 63 46 or at the post address of its head office (1 Place Paul Verlaine, 92100 Boulogne-Billancourt – France).

Any communication to the User shall be reputed to have been received if sent to the email address, post address or phone number associated with their User Account.

## **12.7. Dispute resolution**

### **12.7.1. Consumers' right to mediation**

The User may bring any dispute relating to these T&Cs before a consumer mediator.

Consumer mediation is an entirely free and optional dispute resolution procedure for consumers.

PRIVATE GALLERY's appointed consumer mediator is the French Center of Mediation of the Consumption of Conciliators of Justice, CM2C : <https://cm2c.net/>.

**Nota:** You may also use consumer mediation proceedings in relation to Sellers, in case of a dispute with a Seller. Please refer to a Seller's sale/service terms and conditions to find the contact details of the consumer mediator appointed by that Seller.

### **12.7.2. Competent jurisdiction and applicable law**

These T&Cs are governed by French law.

Any dispute or claim relating to the existence, validity, interpretation or execution of these T&Cs or, as applicable, any amendment and addendum, if it is not settled in an amiable way, shall be submitted to the competent courts of Paris (France), even in case of call for guarantee, interlocutory proceedings or plurality of defendants.

## LEGAL NOTICE

### **Publisher of the Private Gallery website and app:**

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#### **PRIVATE GALLERY GROUP**

1 Place Paul Verlaine, 92100 Boulogne-  
Billancourt - France

Email address: [contact@privategallery.fr](mailto:contact@privategallery.fr)

Phone number: +33 1 84 60 63 46

SIREN no.: 895 068 187

Share capital: 10 000€

### **Publishing manager:**

Sir Sahli Sābri

### **Hosting service provider:**

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GitLab Inc

268 Bush Street #350, San Francisco, CA 94104, United States of America

<https://about.gitlab.com/support/#contact-support>

These T&Cs were last updated on 07/05/2021.