



SINGULART

General Conditions of Use

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We thank you for trusting SINGULART, welcome to our community! To allow you to best use our services please take the time to read these general conditions of use (hereinafter "GCU").

In accordance with the provisions of the Confidence in the Digital Economy Act No. 2004 - 575 of 21 June 2004, we inform you that the Site is the property of the company KOLLEK (hereinafter "SINGULART"), simplified joint-stock company with a share capital of € 10.000, headquartered at 95 Avenue du President Wilson, 93108 - Montreuil registered with the Commercial Court of Bobigny under number 827 756 495 and whose Publication Director is the President of the company, Miss Vera KEMPF.

The application is hosted by Amazon Web Services.

For any information relating to the Site and its operation, you can send your request to the following address: contact@singularart.com

1- PURPOSE OF THE GCU

The GCU are intended to define the rules of use of the Site by the User, as well as the obligations of SINGULART.

The User agrees, each time he/she visits to the Site, to respect the present GCU applicable to all services and the contents available on the Site.

As a result, the User accepts, without any reservation, these GCU in their entirety before any use of this Site and its services.

The simple use of the Site automatically entails the Seller's acceptance of the GCU.

2- OPPOSABILITY OF THE GCU

SINGULART reserves the right to modify, at any time, the GCU in order to factor in any legal, jurisprudential, editorial, functional and/or technical evolution required.

The version of the GCU that shall prevail is the one that is accessible and downloadable online via the Site on the day the Site is being used by the User and available at the address www.singularart.com/ [...].

Any use of the Site by the User after posting the modified GCU constitutes acceptance of the said GCU by the latter.

3- DESCRIPTION OF SERVICES

The Site offers Users a service allowing them to consult the catalogue of the various artworks offered for sale by the artists registered through the Site, as well as make offers to purchase artworks that are for sale.

The sales are made in application of the General Conditions of Sale available at the following address www.singularart.com/ [...] [] the User must refer to before any purchase.

4- ACCESS TO SERVICES

The use of the Site and its services implies acceptance of these GCU, without however having to create a User account.

The Site allows the User free access to the services.

The Site is accessible free of charge by any User with an Internet connection.

Expenses (Internet, hardware...) incurred by the User to access the Site remain his/her responsibility.

5- INTELLECTUAL PROPERTY

SINGULART is the exclusive owner of all intellectual property rights on both the development of the Site and its content, unless expressly mentioned otherwise.

The Site, brands, drawings and models, images, texts, photos, logos, graphic charters, software and programmes, search engines, databases, sounds, videos, domain names, design and any other content available on the Site, although this list is not exhaustive, are the exclusive property of SINGULART and are protected by the provisions of the copyright law, trademark laws, patent law and any other right of intellectual or industrial property in force.

The User must seek the prior approval of SINGULART for any reproduction, publication, copy of the various contents from the Site.

Any full or partial reproduction, by any process whatsoever, of the content of the Site without the prior authorisation from SINGULART, would constitute an infringement under article L.335-2 and following of the Code of Intellectual Property.

6- PERSONAL DATA

The personal data of the User are collected and kept by SINGULART to allow the implementation of these provisions.

Pursuant to the law No. 78 - 17 of January 6, 1978 relating to Information Technology, Files and Civil Liberties, the User has a right of access, modification, correction and deletion of his personal data processed via the Site, and the right to object to the communication of such data to third parties on justified grounds by sending a request to the following address: contact@singulart.com.

SINGULART reserves the right to retain certain data in order to justify, when necessary, the perfect execution of their contractual or legal obligations. The stored data will be limited to what is strictly necessary for the operation of the service.

SINGULART is committed to take all necessary measures to best protect the confidentiality of the information provided by the User.

List of the Personal Information collected from You and how SINGULART uses it.

Personal information you directly and voluntarily provide to SINGULART for creating and accessing your SINGULART account:

- Name
- Email address
- Password

A SINGULART account is private and not linked to a user profile visible to other users. Only You and SINGULART can access and view the information you provided when creating the account.

SINGULART also collects and processes some or all of the following personal information when you make a purchase, interact with our customer support, enroll in our mailing lists or use the services:

- Phone Number
- Mailing Address
- Billing Address
- Favorites and preferences
- Details of transactions you carry out through your purchases

SINGULART will use the information you provide to fulfill your requests, orders and purchases, including sending text messages for follow-up on those requests.

If you make a purchase through the services, you may be able to pay using a third-party payment service, such as Stripe, PayPal or other third-party payment services. These third-party payment services will collect and process personal information you provide, such as your credit card number and billing address, for the sole purpose of processing transactions and preventing transactional fraud. The information collected by these third-party payment services is subject to their own payment service's privacy notice that you should review prior to submitting any personal information to them. SINGULART does not collect payment card information on its servers and only stores an anonymized version of the payment information as a reference.

7- COOKIES

By accepting these GCU, the User acknowledges that, when navigating the Site, a Cookie may be installed automatically on its browser.

The User accepts the use of Cookies when navigating the Site, failing which some features of the site may be denied to him.

These Cookies are designed to allow a faster and more effective user navigation for the User during his/her various connections on the Site.

The User may, if he so wishes, disable Cookies through the settings of the browser used to be able access the Site.

8- DURATION

These GCU enter into force from the time the User accesses the Site and without the need for him to create a user account or to log into the site.

They apply as long as the User utilises the services of SINGULART.

9- SINGULART'S LIABILITY

In its relationship with the User, SINGULART shall not be held responsible for:

the interruption of operation of the site or inability to access it, or adverse conditions of usage of the Site ;

any loss of data, time, opportunity and/or any other indirect damage related to the use of the Site.

10- ENTIRE CONTRACT

These GCU constitute the entire terms and conditions agreed between SINGULART and the User and replace any earlier agreement, written or oral, relating to the purpose of the GCU.

All additional terms and conditions or dispute pertaining to the purpose of the GCU and contained in any written or oral communication addressed to SINGULART will be void and unenforceable.

11- DIVISIBILITY

If, for any reason and to any extent whatsoever a provision of these terms should be deemed as void or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions of these GCU and the relevant stipulation shall be applied to the extent permitted by law.

12- MEDIATION CLAUSE

The User has a right of recourse with a Consumer Ombudsman for the amicable resolution of any dispute on the execution of these GCU, as provided for in article L.611 - 1, R.612 - 1 and following of the Consumer Code.

The User will find the list of mediators on the Government website dedicated to this purpose: <http://www.mediateurfevad.fr/>.

13- APPLICABLE LAW

These GCU are governed by French law.

This applies to substantive and procedural principles and notwithstanding the places of performance of the obligations under these GCU.

14- COMPETENT JURISDICTION

In case of a dispute and if no amicable solution is found, express jurisdiction shall be attributed to the Courts of Paris, notwithstanding the plurality of defendants or right of appeal, even for emergency or protective procedures, summary procedures or by request.