

## **GENERAL CONDITIONS of SALE and USE of the PASSIONS WEBSITE**

*These GENERAL CONDITIONS of SALE and USE of the PASSIONS website are intended to define the rights and obligations of PASSIONS and USERS.*

*By registering on the website PASSIONS, USERS expressly accept the GENERAL CONDITIONS of SALE & USE of the PASSIONS WEBSITE that will govern their contractual relations.*

*They acknowledge having full knowledge of these conditions.*

*This acceptance will consist of an electronic validation deemed to have the same value as a handwritten signature, except where specific evidence is produced that PASSIONS validation system has been a failure.*

*Registration on the PASSIONS website is free.*

*Use of the PASSIONS website must be done with an ethic based on commitment, confidence, moral integrity. Every precaution for accuracy and truthfulness of the information or names and identities provided, respect for the law will be taken by USERS who use the site.*

*All registrants can make purchases of good or services online.*

*PASSIONS only allows its PROFESSIONAL USER registered on the site, to sell all objects, works of art, services, exclusively in relation to their art and by a legal contract concluded solely and directly between the seller and the buyer.*

*PASSIONS agrees to verify that the PROFESSIONAL USER has indeed a valid license from a Register of Commerce and Companies or from a Chamber of Trade.*

*PASSIONS do not transfer ownership of the goods sold and is not involved in transport which remains the sole responsibility of the seller.*

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*PASSIONS has no control over the value, quality, origin, safety of items, nor on the legal capacity of sellers or buyers to sell or buy items offered online.*

*PASSIONS acts only as an agent of commissioner charged with bringing together a buyer and a seller for the sale of objects.*

*PASSIONS handles only the payments involved.*

*PASSIONS cannot in any case accept responsibility for the transactions.*

*Selers and buyers take full responsibility for the legality of their actions for sale or purchase even internationally.*

*Wherever possible, through mediation or arbitration, PASSIONS graciously agrees to seek and amicable resolution of disputes and handling complaints through its legal department consisting of a lawyer by training.*

*Failing agreement, PASSIONS will advise that the parties appeal to the competent court.*

*To prevent any disputes, the PROFESSIONAL USER seller is committed to carry on his/her online sales giving full details of his/her store, allowing shoppers to know specific characteristics of the property for sale, financial and material conditions of delivery.*

*Recalling that the purchaser has a statutory minimum period of 14 days to change his opinion on purchases at a distance ; for goods delivered, the period runs from the day of receipt, for services from the registration materialized by an online payment.*

*Before the expiration of the withdrawal period, the buyer must contact PASSIONS by email via our contact form or standard form of withdrawal : I hereby notify you of my withdrawal from the contract for the sale of the goods below :*

*Ordered :*

*Distribution to : (name of the professional salesperson)*

*Name & address buyers(s):*

*Signature of buyer (s) (only if notification of this form on paper):*

*Date :*

*In case of withdrawal and after returning the item to the seller, PASSIONS will refund the buyer, transport costs included, at the latest within 14 days of the date on which PASSIONS has been informed of the withdrawal decision.*

*To ensure the security of transactions, including refunds if they arise, PASSIONS is responsible for centralizing all payments through its secure online payment tool. The payment order to be made by PASSIONS must be the price of acquired object(s) confirmed by both the seller and buyer ; agreement materialized by the respective sending of an email.*

*PASSIONS can block payments for a certain time to ensure the smooth running of the transaction, including pending receipt of an object. Just as in a dispute between seller and buyer, the amount paid will remain logged in the hands of PASSIONS up of the resolution of the dispute ; otherwise the file will be forwarded to the legal department.*

*PASSIONS accepts the following payments : direct online by credit card on the secure site, personal or bank checks sent to headquarters, cash or postal money order, cash at the headquarters with receipt.*

*Bank-to-bank transfers will be exceptionally accepted by PASSIONS after study of the identity of the buyer.*

### **GENERAL CONDITIONS OF SALE & USE for PROFESSIONAL EVENT CREATOR USERS**

*PASSIONS offers in its capacity as agent, an online booking service and management participation for PROFESSIONAL EVENT CREATOR USERS.*

*PASSIONS proceeds to the posting online of events.*

*PASSIONS offers USERS participation rights allowing them to be enrolled in the various events.*

*The PROFESSIONAL EVENT CREATOR USERS have accepted the principle of a formal check of the contents to see if some information is likely to mislead the participant, including the nature of proposed service.*

*The PROFESSIONAL EVENT CREATOR USERS have committed to provide their services without false or deceptive advertising.*

*The entire content of their portal and the course of their services are under their sole and complete liability – both criminal and civil.*

*PASSIONS offers the public participation rights allowing them to be enrolled in the various events developed by the PROFESSIONAL EVENT CREATOR USERS.*

*The rights participation in these events are sold on the site PASSIONS which assures the physical delivery of goods and the management of payments.*

*PASSIONS is not responsible to buyers of the organization of these events.*

*PASSIONS acts only as commission on the sale of a right of entry materializing their participation in events set up by the PROFESSIONAL EVENT CREATOR USERS.*

*The PROFESSIONAL EVENT CREATOR USERS are obliged to immediately inform PASSIONS of changes in their programming.*

*The substantial modification of an event may be assimilated by PASSIONS up to a cancellation of the event, unless otherwise agreed between the parties.*

*Cancellation on the part of PROFESSIONAL EVENT CREATOR USERS or in case of act of god, requires them to proceed to a full refund of the participants who have paid their right.*

*Consequently, the PROFESSIONAL EVENT CREATOR USERS expressly authorize PASSIONS to make the repayments to participants who paid through the site PASSIONS, and in the amount due to them.*

*In no event PASSIONS will be required to reimburse the other participants who have paid their right directly the PROFESSIONAL EVENT CREATOR USERS or anyone else.*

### **INTELLECTUAL PROPERTY OF PASSIONS**

*The design and the entire contents of the website and software of PASSIONS remains its sole and absolute property. All users both professional and individual recognize it as being a work of authorship protected by the right to intellectual property and pertinent legislation.*

### **LIABILITY – GENERAL LEGAL PROVISIONS**

*PASSIONS cannot be held responsible for internet network related failures, or for any other causes beyond its control including related to the unavailability of the server for unavoidable reasons, such as failure of the public electricity network or telecommunications, internet connectivity loss due to public and private operators upon which PASSIONS depends.*

*Regarding the maintenance of the site, the interruption of scheduled services for reasons of maintenance, security and storage management will be the subject of a communication from the creators of events at least 48 hours in advance.*

*Meanwhile, USERS undertake to inform PASSIONS of all malfunctions of the service.*

*Generally PASSIONS cannot be held liable contractually, civilly or criminally for damages related to the use of this site or for commercial losses of any nature.*

*All difficulties relating to the operation or termination of the contractual relationship between PASSIONS and USERS are subject to french law.*

*In the case of modification of these GENERAL CONDITIONS by PASSIONS, USERS will be informed as soon as possible by email. All changes will be effective 30 days after being posted.*

*Except where they are imposed by the laws and regulations, failing to have submitted their refusal to accept the new conditions within 10 days after email notification, they will be deemed to have accepted.*

*The invalidity of any provision of these terms does not lead to the annihilation of these GENERAL CONDITIONS of SALE & USE of the PASSIONS WEBSITE, the other provisions remaining in force.*

*Any legal notice sent to PASSIONS will be at the following address :*

*PASSIONS S.A.S.*

*CHATEAU DE LA CHAUSSEE*

*16-18 ROUTE DE LA CHAUSSEE*

*49650 – BRAIN SUR ALLONNES*

*PASSIONS will contact USERS through their email address provided at registration. Notifications will be deemed duly served to USERS 72 hours after sending by email, except in cases of invalidation of the address.*