

VEYA PROD – MON AGEND'ART

EDITOR • WHITE LABEL • MON AGEND'ART

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TERMS AND CONDITIONS OF USE OF THE MY AGEND'ART, OR MON AGEND'ART, ONLINE SOFTWARE



ARTICLE 1

TERMS AND CONDITIONS OF USE OR "TCU"


Following Terms and Conditions of Use, hereinafter referred to as "TCU", are designed to define the conditions and the arrangements of use of the interactive online service entitled "MY AGEND'ART," or "MON AGEND'ART" in the French version, which generates mobile applications downloadable via online digital media stores App Store and GOOGLE PLAY available on compatible tablets and smartphones.

The generated interactive application "MY AGEND'ART", otherwise known as the Personalized Agenda "MY AGEND'ART", shall be partially referred at that denomination in the TCU that follows below.

The following conditions are concluded between:

-  VEYA PROD company, a limited liability company, having its head office 12 Rue Poulet, Paris 75018, France and registered in the Register of Commerce and Companies of PARIS in the list under the number 499 353 738,
-  and the User, defined as any physical person who accesses and navigates the websites and/or the mobile application of MY AGEND'ART.

IT IS IMPORTANT TO READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF USE OR TCU BEFORE USING MY AGEND'ART MOBILE SOFTWARE SINCE ANY USE OF THIS SOFTWARE MUST BE DONE AFTER USER'S CONSCIOUS AGREEMENT WITH FOLLOWING TERMS AND CONDITIONS OF USE OR TCU.

 The last updated version of TCU is included in the generated mobile application MY AGEND'ART. It can be also downloaded and/or consulted via its websites:

 MYAGENDART.COM

 MONAGENDART.COM






ARTICLE 2

INTRODUCTION TO MY AGEND'ART

2-1: Online service description

MY AGEND'ART is a white label hosted on a website, or an online service (developed by the developer-editor VEYA PROD company) that another companies (artists, retailers, distributors) take over and commercialize under their name, sign, and/or brand. It is, therefore, a promotional mechanism that provides tools and/or software available online in which MY AGEND'ART erases its mark for the benefit of the mark of artists, retailers, distributors.

This service, developed in 3 axes, allows to Users:

-  To discover new cultural topics;
-  To check the news of chosen artists, galleries, collectors, and so forth via their Personalized Agendas;
-  To follow those and thus to promote User's unique signature of his/her artistic products and/or services on digital mobile sale services (App Store and GOOGLE PLAY).

In order to use MY AGEND'ART service¹ and therefore generate a mobile application, or a Personalized Agenda, one is supposed to be logged in a User Account on MY AGEND'ART website. The registration requires private data such as the date of birth, the last and first name. Otherwise, the User Account could not be opened.

The use of User's private data is regulated by Article 8 of the presented TCU.

Any physical person can thereafter install the generated mobile application MY AGEND'ART, or the Personalized Agenda, on his/her mobile device by downloading it from App Store and/or GOOGLE PLAY under reserve that he/she is suitably settled with his/her mobile provider.

2-2: Service messages

As a part of the MY AGEND'ART features, the User receives push notifications, SMS, MMS, e-mails, online notices and all other variations of messages inside and outside of the generate mobile application, or Personalized Agenda.

It is specified that the User is in capacity to enable and disable that feature via his/her account on the MY AGEND'ART website and/or in the settings of the generated mobile application, or Personalized Agenda.

Furthermore, some of the messages are meant to be related to the account, subscription, geolocation, and preferences of the User. Also, these pop-up messages can be charged by the mobile provider. The charge amount depends on the provider's contract agreement. THE USER IS RESPONSIBLE FOR ALL EVENTUAL FEEDS OF (PHONE) COMMUNICATION RESULTED BY THE MESSAGES FROM MY AGEND'ART ONLINE SERVICE USAGE.

¹ The main feature of which is the Personalized Agenda Online Generator.



2-3: Free access

MY AGEND'ART websites:

-  MONAGENDART.COM
-  MYAGENDART.COM

the provided Online Generator and generated mobile applications, or Personalized Agendas, are available free of charge to all Users. The basic features are 100% free. Nevertheless, VEYA PROD company is not bound in any way to maintain its gratuity. Thus, VEYA PROD company reserves the right to propose later on an additional subscription plan with pay-custom options.

Thereby, VEYA PROD company holds the right to invoice such a form of its services.

In the event that the additional formula with the customized pay-per-use options of the MON AGEND'ART Online Generator software would be released and paid for, the MON AGEND'ART shall become a commercial piece of software. In such a case, VEYA PROD company commits itself to communicate to the User the subscription prices beforehand by sending an e-mail to the address specified when creating his/her account.

The User shall then be free to choose whether to start a paid subscription or not.

2-4: Advertisement in generated mobile applications

VEYA PROD company holds the right to integrate the advertisements on the loading screen of the generated MY AGEND'ART mobile application, or Personalized Agenda.

It could be an advertisement of any format used online and on mobile devices, such as banners, text ad, keywords, interstitials, movie sequences, animated sequences, and so on.



ARTICLE 3

REGISTRATION CONDITIONS

3-1: To whom the registration may be held possible

The usage of MY AGEND'ART online service and of the generated mobile applications, or the Personalized Agendas, is reserved to:

- ☐ Any adult legal person of full age and capacity, or having authorization from his/her legal representatives,
- ☐ Children under the age of majority who dispose of an authorization of a legal representative,
- ☐ Any legal entity, or a physical person who have the legal capacity for contracting in the name and on behalf of a corporation.

VEYA PROD company holds the discretionary right to refuse the registration of any person who does not comply with the presented TCU, without any possibility to incur a liability in any manner whatsoever.

3-2: Creation of the User Account

In order to use the Personalized Agenda Online Generator MY AGEND'ART and therefore generate a mobile application, or a Personalized Agenda, one is supposed to be logged into a user account, hereinafter referred to as "User Account." The registration requires private data such as the date of birth, and the Last and First names. Otherwise, the User Account could not be opened.

Moreover, some functions of the Personalized Agenda Online Generator require the creation of a full User Account. Thereby, confidential information is requested to access such advanced functions.

The User agrees to provide accurate and truthful information.

In the case of disregard of this general requirement of loyalty, VEYA PROD company holds the discretionary right to delete the created User Account without notice.

It is reminded that the equipment, like smartphones or tablets, with which the access to the generated MY AGEND'ART mobile application or Personalized Agenda is possible, is the sole responsibility of the User. The same concerns the telecommunication costs incurred by their use.

The User agrees to keep secret his/her login and password, as they are confidential and personal. VEYA PROD company could not be held responsible for the loss of User's login and/or password.

The User is solely responsible for the fraudulent or non-fraudulent use of these by third parties.

Thus, if the User believes that someone is using his/her User Account, he/she shall immediately inform the VEYA PROD services by e-mail using the contact link located on the bottom of MY AGEND'ART websites:



 MONAGENDART.COM

 MYAGENDART.COM

Or, directly via the e-mail: contact@myagendart.com








Finally, it is stated that any User has a right to hold only one User Account at any given time. However, one account allows to Users to generate multiple MY AGEND'ART mobile applications, or Personalized Agendas.

ARTICLE 4

OBLIGATIONS OF THE PARTIES

4-1: User's obligations

In the framework of usage of MY AGEND'ART services, the User is obliged:

-  To provide, under the duty of loyalty, the accurate and truthful information to VEYA PROD company, including third parties if necessary;
-  To use the MY AGEND'ART websites, the Personalized Agenda Online Generator and the generated mobile application, or Personalized Agenda, according to the described TCU document;
-  To not disassemble, decompile or perform any reverse engineering or other such operation to access the source code of the Personalized Agenda Online Generator MY AGEND'ART;
-  To check the holding arrangements of all intellectual and industrial property rights, or otherwise, authorizations and licenses thereunder, relating to content, such as and not limited to, graphic designs, text, audio or audiovisual content that he/she intends to use, distribute, or publish via the generated mobile application MY AGEND'ART, or the Personalized Agenda, so that VEYA PROD company could not be held liable in this regard;
-  To not divert the finality of MY AGEND'ART services with an intention to commit crimes, misdemeanors or petty offenses punishable under the Penal Code or any other law;
-  To do not use the generated mobile application MY AGEND'ART, or Personalized Agenda, to publish texts, videos, photographs, music and/or any other content contrary to the laws, regulations, or morality principles. It concerns specifically the infringing content, texts or any other libelous or defamatory media, that would constitute discrimination, hate incitement, violence, invasion of privacy, or endangerment of minors;
-  To respect the privacy of third parties and the confidentiality of exchanges between Users;



- 📄 To do not attempt to divert traffic to another website or competitor service;
- 📄 Regarding the article 323-1 under the Criminal Code, to do not attempt to harm, intentionally or unintentionally, the automated data systems put in place to the use of the Personalized Agenda Online Generator and the generated mobile application MY AGEND'ART, or the Personalized Agenda.

Under any circumstances, VEYA PROD company holds the right to remove or edit any information brought to its knowledge and that it considers inconsistent with the ethics of MY AGEND'ART, and the legal rules in force, particularly those of France.

4-2: Obligations of VEYA PROD company

VEYA PROD company has an obligation of means. Obligation of result and reinforced obligation cannot be put on its charge.

In agreement with the Article 6 of the French law 2004-575 of 21 June 2004, VEYA PROD company, as the web host, shall promptly intervene upon the reception of notification to remove or to restrict the access to all comments, photographs or other patently illegal content uploaded by the User into User sharing space.

In agreement with the French law of June 21, 2004, for confidence in the digital economy (called LCEN Law number 2004-575, and more particularly the Article 6 of the stated law), **it is specified that a notification is valid only if it includes all of the following elements:**

- 📄 *If You are a physical person: Your First, Middle, and Last names, home address, nationality, date, and place of birth, profession, Your telephone number, Your fax number if relevant, Your e-mail address, and if You are bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Repertoire des Métiers", Your registration number.*
- 📄 *If You are a legal entity: the business denomination and address of the headquarters, the telephone, registered office and fax numbers of the business, the First and Last names of the contact who is entitled to act on behalf of the legal entity, the e-mail address, and if the legal entity is bound to the registration obligations of the French company register "Registre du Commerce et des Sociétés" or the "Répertoire des Métiers," the registration number, the capital amount, and the address of the headquarters.*
- 📄 *Under any circumstances, the date of notification, the description of the facts in dispute and their precise location, the reason to restrict the access to content in question, including the mention of legal provisions as well as a proof of the fact, the copy of the correspondence addressed to the author or publisher of the disputed information or activities requesting their interruption, withdrawal or modification, otherwise the justification for what the author or publisher could not be reached.*

In addition, the article 6 of the same law emphasizes that abusive notifications shall be punishable by one-year imprisonment and €15,000 fine.



ARTICLE 5

USER ACCOUNT TERMINATION

The termination of User Account results in the deletion of all User's personal data held by VEYA PROD company.

Nevertheless, the termination does not lead to automatic deletion of the generated mobile application MY AGEND'ART, or Personalized Agenda, installed on the User's mobile device as, in order to perform it, the specific conditions of use (those of the mobile device) should be applied.

5-1: Termination at User's initiative

The User can unsubscribe from MY AGEND'ART services at any moment and by his/her free will. In such a case, the User must request the termination of his/her account at any time and without stating any reason.

This termination request is made via e-mail that can be found on the bottom of the MY AGEND'ART websites:

 myagendart.com

 monagendart.com

Or, directly via the e-mail: contact@myagendart.com

By such, the User Account shall be deactivated and his/her personal data destroyed within a period of 5 (five) working days after receiving the termination request.

5-2: Termination at VEYA PROD company's initiative

VEYA PROD company can terminate the User Account without notice nor prior formal demand in case of violation of these TCU.

This termination shall intervene in its full rights and without prejudice to all damages and interests that could be claimed by VEYA PROD company to the User or his/her legal representative in restitution of prejudice sustained by a breach of trust.

VEYA PROD company can terminate the User Account without notice nor prior formal demand nor compensation payable to the User who did not accept the amended TCU within 7 (seven) working days of the date of notification.








ARTICLE 6

RESPONSABILITY

VEYA PROD company undertakes to implement all means to ensure the continuity of access and service of the MY AGEND'ART Personalized Agenda Online Generator, and its websites which are:

-  MYAGENDART.COM
-  MONAGENDART.COM



This statement may not be held liable for:

-  Temporary inability to access the MY AGEND'ART online services its respective websites under technical maintenance or updating;
-  Video or audio content buffering issues;
-  Technical problems related to the use of links pointing to the App Store and/or GOOGLE PLAY digital services, or the infringement of intellectual property associated with the insertion or use of such links;
-  Connection problems related to the MY AGEND'ART online services or its respective websites, such as slow pages loading, being understood that the usage of the MY AGEND'ART online features and its respective websites is dependent of the User's network connection over which VEYA PROD company has no influence whatsoever;
-  Virus attacks and damages that may be caused to User's equipment as a result of an external download (of any data as text, images, sound) via MY AGEND'ART:

The User is informed and aware of viruses and other malicious programs that circulate on the Internet. Therefore he/she must take all reasonable steps to ensure their privacy. VEYA PROD company accepts no responsibility for information and, more generally, for any content posted by Users of the MY AGEND'ART online services.

VEYA PROD company is not held responsible for any data put online, and more generally, for all content put online by the Users of MY AGEND'ART services.

Similarly, VEYA PROD cannot be held responsible for:

-  The User's incomplete or erroneous data of a personal nature;
-  Abnormal use or illicit exploitation of the MY AGEND'ART services since:

the User is the sole responsible for the damages caused to the third parties and of the consequences, reclamations, and actions that can follow;



- ☰ Any violation affecting the rights of third parties which has not been notified to VEYA PROD company (referring to the notice 4-2 of these TCU);
- ☰ The content of third party websites which is accessible by clicking on a hyperlink located in a generated mobile application MY AGEND'ART, or a Personalized Agenda.

ARTICLE 7

INTELLECTUAL PROPERTY

The Personalized Agenda Online Generator itself, logos, text, offers, graphics and all related software (hereafter 'Properties'), provided by VEYA PROD company in the framework of MY AGEND'ART services, are the exclusive property of VEYA PROD company, its affiliated companies, or their content suppliers.

The User is given, on a purely non-exclusive and non-transferable basis, the right to use the aforementioned 'Properties' within the necessary limits of the provision.

VEYA PROD company expressly forbids:

- ☰ Permanent or temporary transfer of the whole, or a qualitatively or quantitatively substantial part of Properties into another hardware medium by any means or in any form;
- ☰ Replication for public usage of the whole, or a qualitatively or quantitatively substantial part of Properties by any means or in any form;
- ☰ Any extraction or reuse, repeated and/or systematic, including for private use, of the whole, or a qualitatively or quantitatively substantial part of Properties when these operations clearly exceed normal conditions of use.

Finally, the User shall abstain from selling, assigning, licensing, sub-licensing, pledge, transferring or sharing in any other way the aforementioned 'Properties.'



ARTICLE 8

PERSONAL DATA

In the context of sharing of the generated mobile application MY AGEND'ART, namely sending invites onto social networks such as FACEBOOK, LINKEDIN, TWITTER or via e-mail, the User acknowledges that he/she had obtained the prior approval of the concerned persons for the use of their personal data within the framework of this invitation.

Moreover, in the context of exploitation of MY AGEND'ART services, VEYA PROD company collects mentioned data of a personal nature necessary for the execution of services provided by the generated mobile application and the Personalized Agenda Online Generator.

The recipients of this data of a personal nature are exclusively the VEYA PROD company services.

The file containing the personal data of Users of the MY AGEND'ART services has been the subject of a declaration to the National Commission for Computers and Liberty ("CNIL").

The User is reminded withal that, in accordance with the law "Informatique et Libertés" No. 78-17 amended, with the Council of 27 April 2016, and with the jurisprudence of the Court of Justice of the European Union (CJEU), he/she have the right to be forgotten as well as the rights of access (Art. 34 to 38 of the law 78-17 amended), rectification (Art. 36 of the law 78-17 amended), the rights to object (Art. 38 of the law 78-17 amended), to erasure (Art. 40 of the law 78-17 amended & Art. 17 of the European Parliament legislative resolution of 12 March 2014) and to delisting (as defined by CNIL), all specified hereafter.

The right of access allows the User to request for his/her personal data detaining and processing logs. Specifically, it remains possible for the User to receive the entirety of the files containing his/her personal data held by the VEYA PROD company.

The right of rectification allows the User to modify and to delete at any moment the data provided in his/her public profile.

The right to object allows the User to argue against the collection, the recording, the communication, the transmission, or the processing of his/her data of a personal nature by MY AGEND'ART services and VEYA PROD company. Specifically, it remains possible for the User to delete his/her User account as indicated in Article 5 of these TCU.

The right to erasure allows the User to delete the URLs referring to pages containing his/her personal data hosted directly on MY AGEND'ART website.

The law states that:

“Any individual providing proof of identity may ask the data controller to, as the case may be, rectify, complete, update, block or delete personal data relating to them that are inaccurate, incomplete, equivocal, expired, or whose collection, usage, disclosure or retention is prohibited”.

Under the due exercise of the right to erasure, and more particularly in accordance with article 40-1 of the law "Informatique et libertés" No. 78-17 amended, the User can also set guidelines for collection, usage, disclosure or retention of his/her personal data after the decease of the User or his/her legal representative.



To exercise the right to erasure, the User, provided with a copy of a document proving his/her identity and moreover including his/her signature, is requested to send an e-mail to the VEYA PROD company services by using the "Contact" interface that can be found on the bottom of the MY AGEND'ART websites:

 myagendart.com

 monagendart.com

Or, directly via the e-mail: [contact @ myagendart . com](mailto:contact@myagendart.com)

Within two months of receipt of the data subject request, VEYA PROD company must be required to find a fair balance between the protection of individuals' privacy and the public's right to access and disseminate information. In accordance with the law "Informatique et Libertés" No. 78-17 amended and with the General Data Protection Regulation (EU) 2016/679, the VEYA PROD team is obliged, as assessing such an application, to verify whether the obtained results include any obsolete information regarding the User. The team shall also seek to determine whether the obtained information is of public interest, for example, whether those concern financial scams, professional negligence, criminal convictions, public conduct carried out by a civil servant, and so forth.

The right to delisting allows the User to deindex the URLs referring to pages containing his/her personal data referenced on web search engines. To exercise the right to delisting, the User is requested to solicit his/her request by completing the indexed content removal application form available through the legal services' tools implemented by the search engine in question (for example, [GOOGLE Troubleshooter](#)), or by contacting [the CNIL](#)². Provided that the balance of interests does not impose any emphasis on the right to public information and that the request is legitimate, the URLs mentioned in the form shall be deindexed.

The right to delisting is applicable when one or multiple SERPs resulted from a web search using any of the existing web search engines and containing the First and the Last names of the User as keywords are inaccurate, incomplete, equivocal, expired, or whose collection, usage, disclosure or retention is prohibited, and the inclusion of which violates consequently human identity, human rights, privacy, or individual or public liberties.

² Online complaint service of CNIL is provided in French exclusively.



ARTICLE 9

PRIVACY POLICY

In order to provide high-quality interface and features, the VEYA PROD company reserves the right to use cookie technology.

Cookies cannot be used by VEYA PROD company to identify Users, but only to record data about how a computer navigates (the pages consulted, the date and time of the consultation, etc.).

The User is reminded that VEYA PROD company may share that usage statistics with reputable advertising businesses and with its affiliated marketing companies with respect to rights to the protection of personal data. It is noted that the information collected by such advertising companies is not personally identifiable.

The cookies are then used for purposes related to the geo-targeted advertising, statistical measures, or applied behavior analysis of web surfers in real time in order to serve ads specific to the User and his/her interests³.

Recent versions of the mainstream web browsers allow not only to decline or to accept cookies by configuring the browser but also to set an automatic deletion of cookies whenever the user closes the browser, thus providing better protection of traces of use.

³ Otherwise commonly known as "interest based targeting".



ARTICLE 10

MODIFICATION OF THE TCU

VEYA PROD company reserves the right to change and/or update these TCU at any time.

The User shall be able to check how the amendments changed as soon as they have been put online.

Any registration made after the date of publication of the amended TCU shall be considered as having been made consenting to a new version of TCU.

The fact that the User registered before the date of publication of the amended TCU continues to use MY AGEND'ART Personalized Agenda Online Generator and/or the generated mobile application MY AGEND'ART, or Personalized Agenda, after being notified of an amendment applies acknowledgment and acceptance of the latest version of these TCU.

In this regard, it is recalled that the VEYA PROD company may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of the User's account if he/she is not complying with the amended TCU within 7 (seven) working days of the date of notification.

ARTICLE 11

OTHER PROVISION

If any one of the clauses of the Terms and Conditions of Use should prove to be null with respect to current law or a legal decision having become definitive, therefore it shall be deemed as not written but nevertheless shall not lead to the nullity of the contract or alter the validity of its other provisions.

ARTICLE 12

APPLICABLE LAW

The present Terms and Conditions of Use are subject to French law.

The French language is to be used in the event of a dispute about the meaning of a term or disposition in this Conditions of Use. Should a dispute arise between the Parties regarding the interpretation, performance, or termination hereof, the Parties shall make all due effort to settle the matter amicably.

Subject to public policy provisions, any dispute relating to the interpretation and/or performance hereof shall fall within the jurisdiction of the Commercial Court of Paris (Tribunal de Commerce de Paris).