

# GENERAL TERMS AND CONDITIONS OF USE OF DROUOT'S ONLINE TOOLS IN FORCE FROM 21/05/2019

## 1. DEFINITIONS

**Successful Bidder:** Bidder whose bid, submitted on one of the Platforms (MoniteurLive or Drouot Online) has been successful. S/he is then the owner of the purchased property.

**Catalogue:** List and reproduction of lots offered during a sale by the Sales Operator which includes the mandatory advertising information described in Article R.321-33 of the Commercial Code.

**Sales Operator's General Terms and Conditions of Sale:** General Terms and Conditions of Sale specific to each Sales Operator, which define the terms and conditions on which a User may participate in the auctions that it organises and any contractual liability it has with respect to that User.

**Account:** means a User's Drouot Digital Account and/or MoniteurLive Account.

**Drouot Online Account:** A User's account on the Drouot Online Platform.

**MoniteurLive Account:** A User's account on the MoniteurLive Platform.

**Individual Account:** Account held by a Private User.

**Business Account:** Account held by a Professional User.

**General Terms of Use:** These general terms and conditions of use of the Tools.

**Drouot SI:** entity responsible for the management and supply of Tools.

**Bidder:** User submitting one or more bids during Live Sales or Online Sales.

**Sales Operator:** A natural or legal person conducting auctions. It uploads Traditional Catalogue Sales, Live Sales or Online Sales to the MoniteurLive and Drouot Online platforms for use by Users.

This person may be:

- A Volunteer Sales Operator carrying out voluntary sales according to the regime prescribed by Articles L.321-1 of the Commercial Code;
- A legal Auctioneer, public and ministerial officer responsible for carrying out an expert assessment, valuation and legal sale at public auction of the furniture and chattels governed by the laws of 10 July 2000 and 20 July 2011.
- Any person authorised to carry out auctions in any other country and, in particular:
  - In Belgium, any person who has requested the presence of a ministerial officer to record the sale in the minutes;
  - In Italy, any company registered as such having obtained a commercial sales licence issued by the Chamber of Commerce and a public safety licence issued by a special police force;
  - In Germany, the Versteigerer, counterpart of the French voluntary sales operator, who is an independent professional of more than 25 years of high moral standing and who has obtained administrative authorisation to carry out auctions.

**Absentee Bid:** A Bidder who cannot attend an in-room auction may give the Sales Operator an Absentee Bid setting the maximum purchase price for one or more lots. It constitutes a firm commitment by the Bidder to buy.

**Tools:** All the websites to which the General Terms and Conditions of Use apply.

- **The Drouot Online Platform:** Technical platform for electronic remote participation in Live Sales and Online Sales via the website [www.drouotonline.com](http://www.drouotonline.com);
- **The MoniteurLive platform:** Technical platform enabling remote participation, by electronic means, in Live Sales and Online Sales relating to industrial and equipment goods via the website [www.moniteurlive.com](http://www.moniteurlive.com).

**Absentee Bid Basket:** Section in the personal space of the User Account in which Absentee Bids submitted on the MoniteurLive and Drouot Online Platforms are stored, pending final confirmation.

**Account Creation Process:** All steps that the User must complete to have a valid Account and access all or part of the services offered by the Tools.

**Bid increment:** The minimum amount (set by the Sales Operator) by which the User must increase the most recent high bid to validly raise the bidding amount.

**Bid limit:** Total maximum amount set by the Sales Operator in respect of all lots of the same sale, beyond which the Bidder can no longer bid during a sale.

**User:** Private User or Professional User.

**Private User:** A natural person using the Tools who acts for purposes that are not part of his or her commercial, industrial, artisanal, professional or agricultural activity.

**Professional User:** A natural person or legal person or person who acts for purposes relating to its commercial, industrial, artisanal, professional or agricultural activity.

**Traditional Catalogued Sales:** In-room auction sales for which the Catalogue is displayed on the Drouot Group Sites and which are not part of a Live Sale or Online Sale. The Catalogue is then visible on one of the Drouot Online or MoniteurLive Platforms. The User can therefore submit Absentee Bids online by logging into the Drouot Online and MoniteurLive Platforms.

**Live Sales:** In-room auctions relayed live thanks to the MoniteurLive and Drouot Online Platforms.

**Online Sales:** Online-only auctions accessible via the Drouot Online and MoniteurLive Platforms.

## 2. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF USE

Each User must read and accept, without reservation, the General Terms and Conditions of Use, using a tick box-based validation mechanism, when creating an Account, when registering for a Live Sale or Online Sale and when placing an Absentee Bid.

The General Terms and Conditions of Use are independent of the Sales Operators' General Terms and Conditions of Sale and any subsequent conditions which are determined by the Sales Operators.

## 3. ENTRY INTO FORCE

The General Terms and Conditions of Use are in force as of **21/05/2019** and remain applicable for as long as the Tools are used.

#### **4. EXPENSES**

Drouot SI does not charge Users any fees for using the Tools. The Sales Operator may charge fees to the Bidder for the auctions or any other charges, such as commissions. For this purpose, the User must refer to the Sales Operator's General Terms and Conditions of Sale.

The Successful Bidder acknowledges that Drouot SI is not liable for any expenses that the Sales Operator may charge for the use of Tools, or in any other respect. It is up to the Successful Bidder to check whether these costs are acceptable to it prior to participating in the auction using the Tools.

#### **5. PURPOSE**

The Tools are managed by Drouot SI, a partnership with share capital of €50,000, located at 9 rue Drouot – 75009 PARIS, registered in the Paris Trade and Companies Register under number 790 095 780.

The Sales Operator organises voluntary or legal auctions.

These Tools aim primarily to facilitate the identification of Bidders and their participation in Internet auctions by allowing the User and the Sales Operator to contact one another.

The purpose of the General Terms and Conditions of Use is to define the conditions under which the User agrees to use the Tools.

#### **6. CREATING AN ACCOUNT**

Only natural persons who are at least 18 years old and who have full legal capacity are authorised to use the Tools.

Protected adults may have access, subject to having obtained authorisation from their legal representative regarding the maximum amount of bids and the desired lot.

Users may create only one Professional User Account and Individual User Account on the Drouot Online Platform and only one Account on the MoniteurLive Platform.

The Account Creation Process is divided into several stages described in the Tools, during which the User will be required to provide personal information, bank details and proof of identity appropriate to the nature of his/her Professional User Account or Individual User Account.

Sales Operators are subject to a legal obligation to fight fraud and money laundering. The data collected is necessary for them to secure the transactions and determine the source of the funds if necessary.

All proof of identity is collected and verified in a secure manner by GreenPoint, Drouot SI's ID service provider. It is then encrypted and stored by Drouot SI on the servers of its Google Cloud Platform hosting service provider.

Bank data are collected and stored securely as described in Article 9. This makes it possible to secure transactions and guarantee bids.

Any incomplete, incorrect or illegible Account Creation Process is rejected by Drouot SI. The User does not have full access to the Tools until his Account registration has been completed: if the User does not complete all the Steps of the Account Creation Process, he cannot register for a sale.

## **7. TOOLS**

### **7.1. THE MONITEURLIVE AND DROUOT ONLINE PLATFORMS**

#### **7.1.1. Consultation of Catalogues and information on the Sale**

Users may, before and during the Sale, consult all of the information appearing in the Sale Catalogue without creating an account.

They can therefore access information sheets about any and all lots put up for sale.

Users also have access to the information about the Sale (place, times, expenses, etc.) together with the Sales Operator's General Terms and Conditions of Sale that they must accept each time they register for a Sale.

#### **7.1.2. Viewing Live Sales in spectator mode**

Users may, when Drouot SI offers audio and video retransmission of the Sale, view a Live Sale in spectator mode without bidding, in particular when the registration period for such sale has passed. All they have to do is log in to Live Sales via their Drouot Online or MoniteurLive Accounts.

Users are informed that this Audio and Video Broadcasting Tool for the Sale is not offered on all the Live Sales on the Site and is not an essential feature of it.

#### **7.1.3. Registration for a sale**

To register for a Live Sale or Online Sale on the MoniteurLive and Drouot Online Platforms, the User must have completed the Account Creation steps on the corresponding Platform. The User logs onto the Platform via his or her Account.

When the User registers for a sale, Drouot SI sends the Sales Operator his/her identity, contact details and credit card verification (by taking a print of this card as set out in Article 9).

Any registration for a sale is subject to the Sales Operator's final acceptance and/or the Sales Operator's request for additional information. The Sales Operator may decline registration for the sale in question, even where all the Steps in the Account Creation Process have been successfully completed. The Sales Operator has sole discretion to decide whether or not to accept a User's registration for a sale.

As a result, Drouot SI may not be held liable in any way towards a User in respect of the relevant Sales Operator's refusal to accept, failure to accept or late acceptance of a registration.

Users can check in their Account's personal space whether their registration has been confirmed, refused or whether their request is still pending.

If the Sales Operator concerned refuses to confirm a User's registration, the User is informed by email that this registration has been rejected.

As soon as registration has been confirmed by the Sales Operator, the User may bid for the lots of the desired sale.

#### **7.1.4. Bidding in Live Sales**

Drouot SI relays Live Sales live on the internet via the MoniteurLive and Drouot Online Platforms using the auction management tool.

Drouot SI also provides the Sales Operator with an audio and video broadcasting tool. The User should be aware that this audio and video broadcasting Tool for the Sale is not offered on all Live Sales on the Site, and is not an integral part of it.

The User bids online in real time for lots put on sale by a Sales Operator in the sales room.

In turn, Drouot SI sends the bid that has been placed to the Sales Operator in real time. The Sales Operator is then aware of the amount of the bid and can accept or refuse it, just as it does for the Bidders physically present in the room.

In the event of simultaneous bids of the same amount, the Bidder acknowledges and accepts that the Sales Operator may give priority to a bid at its discretion, generally in favour of the Bidders physically present in the room.

The User may change the price conversion currency shown on the current sale's display screen. The exchange rates displayed are updated daily at a given time but are not refreshed in real time. They are therefore provided by Drouot SI for information purposes only. Consequently, Drouot SI may under no circumstances be held liable in the event of fluctuations in the real market rate that do not match the exchange rate indicated by the accessible converter.

If the User is unable to attend in person or to bid online via the Drouot Online or Moniteur Live Platforms at the time of the Live Sale, s/he may request to be called back to bid on the telephone at the time by clicking on the corresponding button and choosing the "call back" box.

#### **7.1.5. Submitting Absentee Bids during Live and Traditional Catalogued Sales**

Users interested in a lot appearing in a Catalogue who can neither attend in person, nor participate in the auction by submitting their bids directly via the MoniteurLive and Drouot Online Platforms, may, up to the time limit chosen by the Sale Operator, submit an Absentee Bid to the Sales Operator which can be bid during the course of the sale.

The Absentee Bid is then stored in the User's Absentee Bid Basket pending final confirmation by the User. The User may submit Absentee Bids relating to several Live or Traditional Catalogued Sales organised by different Sales Operators in the same Absentee Bid Basket.

Once all the desired Absentee Bids have been added to the Absentee Bid Basket, the User confirms it by approving the T&Cs of all relevant Sales Operators and clicking on the confirmation button.

The Absentee Bid is sent to the Sales Operator with the maximum bid amount, the User's identity, the description of the lot concerned and the verified bank card imprint.

The Sales Operator is free to accept or refuse to carry out the purchasing mandate given to it by the User.

The status of the Absentee Bid is shown in the personal space in the User Account on the Drouot Online and MoniteurLive Platforms and the User will be informed when the Sales Operator accepts it.

In the absence of confirmation within the period indicated by the Sales Operator prior to the Live Sale, the Absentee Bids is deemed rejected.

The Sales Operator may also notify the Bidder that its Absentee Bid has been accepted by any other means.

Where Absentee Bids of the same amount are submitted by several Users and one of those Users is the Successful Bidder, priority shall be given to the User who submitted his Absentee Bid first.

By logging into his or her Account, the User may amend or delete his Absentee Bid by accessing the lot in the relevant Catalogue, provided that the amendment or deletion takes place before the User confirms his Absentee Bid Basket. Once the Absentee Bid Basket has been confirmed, the User is responsible for contacting the Sales Operator to amend or delete Absentee Bids.

When the Live Sale or Traditional Catalogued Sale is complete and only on Drouot Online Platform, the auction results can be viewed by clicking on the relevant Live Sale or Traditional Catalogued Sales link under the Platform's "Past Sales". The Customer is then directed to the [www.gazette-drouot.com](http://www.gazette-drouot.com) web page which shows the results of the relevant Live or Catalogued Sales. However, in order to access this site, the User must make a specific subscription and use the corresponding login details.

#### **7.1.6. Online Auction Sales**

Once registered for an Online Sale in accordance with Article 7.1.3, a User who wishes to bid during an Online Sale has two options:

- Automatic bids;
- Simple bids.

##### ***7.1.6.1. Automatic Bidding***

The User determines the amount he is willing to pay to purchase a given object. The Platform then carries out an automatic auction on behalf of the User in accordance with the procedures defined in 7.1.6.3. and sends it to the Sales Operator, without disclosing the maximum bid amount.

The User may, by logging into his Account, only increase his automatic bid by accessing the lot in the relevant Online Sale Catalogue. The User may withdraw his/her automatic bid at any time. Only the maximum amount set at the time of submitting an automatic bid will be withdrawn. Where the User is the highest Bidder at the time s/he withdraws the automatic bid, his or her last valid bid at the time of withdrawal will mean s/he is deemed a provisional purchaser until s/he is outbid by another Bidder. Where a provisional purchaser is not outbid, the provisional purchaser will be declared a Successful Bidder even if he or she deleted his or her automatic bid. The User is notified by email when his maximum bid is exceeded so that he may, if necessary, increase the bid.

##### ***7.1.6.2. Simple Bidding***

The User makes a predefined bid which adds a Bid Increment to the current bid via the chosen Platform.

The Bid Increment is calculated automatically based on the last bid. The Bidder receives an email each time someone bids against him/her.

Once the Bidder has submitted a Simple Bid, it is no longer possible to withdraw it. The Bidder becomes a provisional buyer of the Item and, if there are no further bids, will become the final Successful Bidder.

##### ***7.1.6.3. Bid management during the Online Sale***

During the sale, and in respect of each lot, the Drouot Online or MoniteurLive Platform manages all the simple and automatic bids in real time to determine the provisional purchaser and the highest amount which may be out-bid.

- Where there are several simple bids: the provisional purchaser is the person who submitted the highest simple bid.
- Where there is a simple bid and an automatic bid:

- If the amount of the simple bid is higher than the maximum amount of the automatic bid, the provisional purchaser is the User submitting the simple bid and the high bid is equal to the amount of the simple bid.
- If the amount of the simple bid is less than the maximum amount of the automatic bid, the provisional purchaser is the User submitting the automatic bid and the high bid is equal to the amount of the simple bid, increased by one Bid Increment.
- Where there are two automatic bids:
  - The provisional purchaser is the User with the highest automatic bid.
  - The amount of the high bid is equal to the amount of the automatic bid by the User who made an automatic bid for an amount immediately lower than that of the successful bidder, increased by one Bid Increment.

#### **7.1.6.4. Auction sales**

The award of lots is declared on completion of the countdown in respect of each Lot record in an Online Sale.

The countdown for each Lot expires thirty seconds after the countdown for the previous Lot in the Catalogue.

Subject to the provisions of the relevant Sales Operator's General Terms and Conditions of Sale, the auction sale on the Drouot Online or MoniteurLive Platform is completed according to the so-called principle of “*staggered automatic auction*”:

- The auction may not be complete before the end date and time declared on the Online Sale page on the Drouot Online or MoniteurLive Platform;
- At the end time for the auction of a given lot, that lot is automatically awarded to the final provisional purchaser and in the amount of the highest bid (if there has not been a bid within three minutes preceding the end time of the auction);
- If a bid is made in the three minutes preceding the initial auction end time, the auction end time is automatically delayed by three minutes, which continues for as long as bids are made in the three minutes preceding the auction end time;
- In the event that two Bidders make the same bid whether simple or automatic, the first bid received by Drouot SI is valid.

The Bidder can view a list of his Online Sales bids and sort them by sale or by Sales Operator.

Once an Online Sale has closed and only on the Drouot Online Platform, it is possible, during the fifteen days following said Online Sale, to view the results on the Platform's “Past Sales” page.

The label “Bids Ended” on a lot record or in the Catalogue means that the lot has not been sold. In the case of a successful sale, the selling price of the lot is displayed.

## **8. BID LIMIT**

The Sales Operator may decide to set a Bid Limit on all lots of a specific sale. This amount applies to all lots for which the Bidder bids in Live or Online auctions excluding Absentee Bids placed.

When a bid is submitted, the available balance is displayed on the screen for a Live Sale or in the Catalogue for an Online Sale.

However, it is possible to increase this Bid Limit by clicking on the corresponding button once registered for sale: the Bidder must then deposit a sum corresponding to 10% of the amount that it wishes to add, in the form of a bank card authorisation.

This deposit is only debited in the event of winning an auction.

If no lot has been awarded in favour of the Bidder, the deposit is cancelled within 24 hours of the end of the sale. The minimum deposit is €1.

## **9. BANK CARD VERIFICATION**

The User's banking data is collected during the Drouot Online or MoniteurLive Account Creation Process. To ensure that the bank card provided is valid, and to confirm the corresponding step in the Account Creation Process, Drouot SI performs a transaction in the amount of two euros not debited and blocked for a period of six (6) days.

To strengthen its oversight process over Bidders, Drouot SI uses the 3D Secure standard: Bidders' banks ask them to authenticate themselves using an identity verification mechanism specific to them (such as sending a single-use code by SMS to their mobile phone to be entered on the card-issuing bank's Internet form).

Drouot SI thus allows Sales Operators to associate each registration for a sale with credit card footprints. This process of securing registrations allows the Sales Operator to simplify the administrative procedure for prior verification of Bidders registered before the sale.

Under no circumstances, upon completion of the sale, may the Sales Operator use the credit card verification to make full or partial payment for a sales slip that can only be made directly by the Successful Bidder to the Sales Operator or via the "payment" page of its website.

Bank data is kept securely by Drouot SI's payment service provider, Ingenico, which is PCI-DSS certified. This standard is an international security standard whose objectives are to ensure the confidentiality and integrity of cardholders' data and thereby secure the protection of card and transaction data.

The technical procedures for checking bank cards are secure and the confidentiality of bank data is ensured in accordance with the legal, regulatory and professional provisions in force.

## **10. ACCOUNT ACCESS - CONFIGURATION**

The Drouot Online Account can be accessed from the Drouot Online Platform using the User's login and password.

The MoniteurLive Account can be accessed from the MoniteurLive Platform using the User's user name and password. Identification on the MoniteurLive Platform is done via a dedicated online form.

## **11. USER OBLIGATIONS**

The User undertakes to register as a Private User or Professional User in accordance with his/her actual activity on the Tools. The User therefore acknowledges that the choice of his Account does not necessarily reflect the reality of his consumer or professional status and that any fraud constitutes a breach of these General Terms and Conditions of Use and may result, at any time, in Drouot SI's reclassification, suspension or closure of his Account on the conditions of Article 14.

The User ID and password are strictly personal and the User undertakes to ensure their confidentiality and non-disclosure to third parties. S/he is solely liable to Drouot SI for all acts performed using the Account and, in any event, is solely liable for the consequences in the event of disclosure or negligence resulting in the disclosure of the account access username and password.



The User undertakes to notify Drouot SI immediately in the event of a security breach relating to his or her Account, such as the fraudulent use of the Account by a third party or the disclosure or theft of the login and password enabling access to his or her Account by sending an email to [info@drouotlive.com](mailto:info@drouotlive.com).

The User undertakes to disconnect from his Account at the end of each use, particularly if the connection to his Account has been made from a public or shared computer.

If the User forgets his or her password, s/he must reset it by clicking on the corresponding button. The User will receive an email inviting him/her to choose a new password. The password must contain at least six characters.

As part of the Account Creation Process, the User undertakes to provide accurate personal information. S/he undertakes to keep his or her information up-to-date by notifying Drouot SI of any changes.

Under no circumstances may Drouot SI be held liable in the event of incidents linked to information that is obsolete or incorrectly provided by the User.

The User warrants that no part of his or her Account infringes the rights of third parties or is contrary to the law and regulations in force.

Failing this, Drouot SI reserves the right to take any appropriate action, including by removing the prohibited content, suspending or deleting the relevant Account or by taking any action, including legal action.

Before registering for a sale, Users must ensure that they have the technical equipment appropriate for using the Tools and, at a minimum, the following technical recommendations for optimising access to the Tools: the latest version of existing browsers on the market, a high-speed Internet connection. They are responsible, at their sole expense, for the purchase, set-up, maintenance and connection of the various configuration elements and means of telecommunication required to access the Tools.

The User unreservedly acknowledges the validity of the bidding and submission systems described in Articles 7.1.4, 7.1.5 and 7.1.6 and that they are sufficiently safe and legitimate means to make bids and submit Absentee Bids for sales by public auction in line with his or her needs and expectations in this area. In particular, s/he accepts that performance of the auction in an Online Sale may be delegated to a computer system for which the Sales Operator is responsible.

When submitting an Absentee Bid during a Live Sale or making a bid during an Online Sale, Bidders must pay particular attention to the amount of their maximum bid, for which they will be fully liable to the Sales Operator.

When submitting an automatic bid, s/he acknowledges that s/he is the only one to know this maximum amount and that, therefore, the Sales Operator cannot report a manifest error in the value of this amount.

The User undertakes to use the Tools in accordance with the General Terms and Conditions of Use and the applicable law and to behave honestly in its relations with Drouot SI.

## **12. BIDDER PAYMENT FAILURE**

By confirming the relevant Sales Operator's General Terms and Conditions of Sale, the Successful Bidder has undertaken to pay the bid price to that Sales Operator, together with all related costs and, in particular, the Sales Operator's costs set out in its General T&Cs of Sale, Drouot SI's costs (where the Sales Operator decides to charge the Successful Bidder for this) and any shipping costs.

In accordance with Article L 121-21-8 11°) of the Consumer Code relating to contracts concluded remotely, the right of withdrawal may not be exercised for contracts concluded during a public auction.

The Sales Operator follows the payment request process pursuant to its own Sales Operator's General Terms and Conditions of Sale.

Where the Sales Operators reminders have not succeeded within 30 days, Drouot SI informs the defaulting Successful Bidder that s/he risks having his or her Account suspended for a period of 3 years on the conditions described in Article 14 and that his or her data may be included on a black list.

As soon as the Successful Bidder makes payment, all of its data are deleted from the black list within 48 hours of the Sales Operator notifying Drouot SI that the payment has been made.

Only those responsible for collecting outstanding payments and the personnel in charge of customer service have access to the black list of defaulting Successful Bidders.

The Sales Operators do not have access to the black list. The black list was the subject of a standard declaration to the French Data Protection Authority (CNIL) (no. 2130617 v 1).

### **13. PROHIBITION OF ARTIFICIAL AND SPECULATIVE AUCTIONS**

Users are strictly prohibited from using the Tools to make bids with the sole aim of raising prices or, more generally, hindering the proper running of the sale, where they have no real intention of purchasing the lots for sale.

Users are strictly prohibited from using the Tools to make bids for the sole purpose of speculating on the resale of the desired lot while exposing themselves to a risk of not being able to honour their bids.

During Online Sales, Tools calculate the amounts of bids made from the maximum automatic bids, on behalf of the Sales Operator. This device is the only computer software allowed to make bids during the sale. The use of external software, automated processes, scripts or computer robots to make automatic bids is strictly prohibited.

### **14. SUSPENSION – DEACTIVATION OF THE ACCOUNT**

Drouot SI reserves the right to suspend the User's Account(s) or to definitively deactivate them in the event of a breach and/or abuse on the User's part in connection with the use of the Tools and/or towards Drouot SI, and/or a breach of the General Terms and Conditions of Use that is not remedied within ten (10) days of Drouot SI sending an email requesting remedy of such breach. In this email, Drouot SI warns the User of the risk of suspension and/or deactivation of his or her Account.

Drouot SI performs this suspension and deactivation in the following cases in particular:

- In the event of fraud or attempted fraud in the sales room and/or when using the Tools;
- In the event of inappropriate use or misappropriation of Tools, particularly in the cases described in Article 13;
- Where actions are likely to disrupt the operation of the Tools or in-room sales;
- Where there has been abnormal use of the User's Account compared to its standard use (abnormally high number or amount of transactions over the same day or a given period of time, subscription to a Private Account by a professional, etc.);
- In the event of a payment incident not settled in accordance with Article 12;

- More generally, in the event of non-compliance with the provisions set out in these General Terms and Conditions of Use.

In any event, when a Bidder breaches the General Terms and Conditions of Use, in particular Article 12 and Article 13 or, more generally, the laws and regulations in force, Drouot SI reserves the right to suspend the Bidder's Account definitively by withdrawing access to its Account and preventing him or her from re-registering, without prejudice to any legal action by Drouot SI or the Sales Operators against such Bidder.

The Bidder then receives an email informing it of the Account's suspension and deactivation.

In addition, if a User's Account is not used for more than 3 years, Drouot SI reserves the right to deactivate the Account subject to sending a preliminary email inviting the User to connect to his Account within 15 days.

With effect from the deactivation of an Account, Drouot SI undertakes to delete or anonymise the data that it has in its possession in accordance with the Drouot SI Privacy Policy accessible from all Tools.

## 15. DEREGISTRATION – WITHDRAWAL

An Account holder can request to unsubscribe at any time from the Tools or to close his or her Account by sending an email to the following address: [info@drouotlive.com](mailto:info@drouotlive.com).

## 16. PROTECTION OF PERSONAL DATA

As part of the use of Tools and for the running of Live Sales and Online Sales, Drouot SI collects personal data concerning Users and ensures their confidentiality in accordance with the legal and regulatory provisions in force, together with best industry practice. This information is processed electronically to enable Drouot SI and Sales Operators to process bids, Absentee Bids and facilitate Users identification in the auction rooms and on the MoniteurLive and Drouot Online Platforms.

### 1. Live Sales and Online Sales Data Processing

In accordance with the provisions applicable to personal data protection and, in particular, Law no. 78-17 of 6 January 1978 "*Loi Informatique et Libertés*" as amended (hereinafter, the "**French Data Protection Act**"), when the Users' personal data are used by the Sales Operator in Live Sales and Online Sales, to bid, pay and deliver lots to the Successful Bidder, the Sales Operator is responsible for the processing of all personal data that is collected or processed in this context.

For this purpose, Drouot SI is required, as a data processor within the meaning of the French Data Protection Act, to process personal data on behalf of the Sales Operator. In this respect, Drouot SI undertakes to process this personal data solely in accordance with the Sales Operator's instructions.

The User must refer to the Sales Operator's General Terms and Conditions of Sale to find out how his/her rights are exercised.

### 2. Data processing for the use of the Tools

Users' personal data are also collected and processed by Drouot SI in its capacity as data controller for the purpose of providing the services and Tools to the Users. The procedures for processing this Data are available in the Drouot Online Platform's privacy policy, which can be viewed at the following URL address:

<https://www.drouotonline.com/online/politiqueConfidentiality> or the MoniteurLive Platform's privacy policy.

## **17. INTELLECTUAL PROPERTY RIGHTS**

Drouot SI is the sole holder of all rights relating to Tools, software, codes, data and related documents and, in particular, all copyrights, trademark rights, patents, *sui generis* rights on databases and other intellectual property rights.

Consequently, Users shall refrain from reproducing, representing, extracting or using in any way whatsoever all or part of the Tools or their content and, in particular, Catalogues without having obtained prior written authorisation from Drouot SI at the risk of legal action for infringement being commenced against them.

The use of a hypertext link for the MoniteurLive and Drouot Online Platforms, using the technique known as "framing" or "deep linking", is strictly prohibited, unless prior written authorisation is given by Drouot SI.

## **18. LICENSE TO ACCESS THE TOOLS**

The license granted to the User is limited to access and use of the Tools for personal use.

## **19. OPERATION AND AVAILABILITY OF TOOLS**

Drouot SI makes every effort possible, as part of its best endeavours obligation in relation to the working of the Tools, to keep them accessible 7 days a week and 24 hours a day. Nevertheless, the use of the Tools may be changed, suspended or interrupted temporarily or permanently, due to technical maintenance operations, migration or updates, due to failures or constraints linked to the operation of the Internet without this giving rise to any compensation.

In the event of a temporary total interruption of access to the Tools, Drouot SI will inform the Users at least fifteen (15) days before the planned date of the interruption.

Drouot SI undertakes to use all of its resources to limit this type of interruption.

## **20. LIMITATION OF LIABILITY**

Drouot SI is only a technical service provider that connects the different Sales Operators and Users, allowing them to set up an IT and software infrastructure for the electronic communication of bids and the execution of Absentee Bids and credit card verification. The Tools are simply communication methods intended to allow online access to auctions organised by a Sales Operator and the communication of Absentee Bids.

It is not a proxy, agent or representative of the Sales Operators or Users. In all cases, contracts are made exclusively between the User and the relevant Sales Operator.

Drouot SI is not involved in the performance and organisation of sales and, more specifically, it is not involved in exhibiting and describing items for sale, running auctions, accepting or refusing bids, organising Absentee Bids, allotting items, collecting the sales price, setting costs or delivering the items purchased. All these services, steps and procedures are carried out by the Sales Operators. Drouot SI is also not liable for the veracity of the information provided by the Sales Operators, nor for the lawfulness, authenticity or conformity of the items offered by the Sales Operators.

Consequently, Drouot SI may not be held liable, in any capacity whatsoever, in the event of a dispute, of whatever nature, that may arise between the User and a Sales Operator in respect of a sale.

Condition reports and additional lot information must be requested directly from the Sales Operator who arranges the sale. The Bidder will find the details in the information sheet for each lot.

Where there is a problem in relation to a lot, payment or delivery, Drouot SI invites the User to contact the Sales Operator directly.

Drouot SI, its officers, employees or agents shall not be liable for indirect damage, loss of business, loss of earnings or damage to brand image resulting from the use of Tools.

Under no circumstances may Drouot SI be held liable in the event of a breach of its obligations:

- Due to a case of force majeure as defined in Article 1218 of the Civil Code,
- Due to a third party,
- As a result of damage resulting in whole or in part from a breach of the Bidder's or the Sales Operator's contractual obligations.

The networks on which the data flow have various characteristics and capacities and may be overloaded at certain times of day. This may affect their downtime and accessibility.

Drouot SI shall not be held liable for any malfunction of, or inability to access, the Tools attributable to the User's access provider, congestion of the Internet network, equipment unsuitable for a maintenance operation or update of the Tools or any other circumstance unrelated to Drouot SI.

Since the video and audio transmission Tool for the Sale is not an integral part of the Live Sale, if the User can access the progress of bids and the bid management unit without difficulty, the replay is considered to be satisfied.

The Tools are not covered by a specific service guarantee. Bidders who wish to have absolute certainty of being able to bid during a Live sale must not use the Tools, but instead bid in person in the place of sale and at the time indicated by the Sales Operator. In the event of a malfunction, Drouot SI undertakes to keep the Bidder informed (by email only) until the anomaly is resolved.

## **21. NOTICES AND UNLAWFUL CONTENT**

Users who believe that unlawful content is published on the MoniteurLive and Drouot Online Platforms, are asked to report this to Drouot SI, which undertakes to delete such content from the Platform concerned promptly, or to make it impossible to access, as soon as it becomes aware of its unlawful nature.

In accordance with the legal provisions in force, Drouot SI is deemed to have knowledge of the allegedly unlawful content only when it is notified of the following factors:

- The date of notification;
- Natural person: surname, first names, profession, place of residence, nationality, date and place of birth;
- Legal entity: form, name, registered office and the body that legally represents it;
- A description of the subject matter in dispute and its precise location on the websites (full URL address);
- The reasons for which the content must be withdrawn, including citing the legal provisions and the proof of facts on which the request for withdrawal is based;

- If the claim is based on an infringement of intellectual property rights, the justification for such rights;
- A copy of the correspondence sent to the author or publisher of the unlawful content requesting its interruption, withdrawal or modification, or proof that it could not be contacted.

## **22. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF USE**

Drouot SI reserves the right to adapt and amend the General Terms and Conditions of Use. Drouot SI informs Users of this by e-mail.

If the User declines these changes, he undertakes to cease using his Account.

Where Users access the Tools after Drouot SI has notified them of new General Terms and Conditions of Use, they will be deemed to have accepted these new General Terms and Conditions of Use in full.

Drouot SI also reserves the right to modify or suspend the Tools in whole or in part and without giving a reason.

No compensation is payable for any modification or deletion of the Tools.

## **23. EVIDENTIARY VALUE**

Data stored using the Tools and protected as described in Article 16 shall be admissible proof of the use and performance of the Tools, unless there is proof to the contrary. These data therefore constitute admissible, valid and enforceable evidence under the same conditions and with the same evidential force as any document prepared, received or retained on paper.

## **24. APPLICABLE LAW AND COMPETENT JURISDICTION**

The General Terms and Conditions of Use are governed by French law.

In the event of a dispute between a User and Drouot SI, the User may contact Drouot SI customer service, the contact details of which are given in Article 26 below.

If a complaint made to the above-mentioned department fails and where the User is a Private User, s/he may refer the dispute with Drouot SI to a mediator by submitting a complaint on the following website: <http://ec.europa.eu/consumers/odr/>.

Where mediation fails and for any dispute between a Private User and Drouot SI, the dispute may be brought before the court in the jurisdiction where a party was resident at the time the contract was signed or the court in the jurisdiction where the damaging event occurred.

In the event of any dispute between a Professional User and Drouot SI concerning the validity, interpretation or performance of the General Terms and Conditions of Use, the Paris Commercial Court shall have sole jurisdiction.

## **25. ENTIRE AGREEMENT**

If one or more provisions of the General Terms and Conditions of Use are held to be invalid or void or are declared as such pursuant to a legal or regulatory text or as a result of a final court decision, the other provisions shall remain in full force and effect.

The fact that Drouot SI does not invoke a breach of any of the obligations set out in the General Terms and Conditions of Use may not be interpreted as a future waiver of the obligation in question.

## **26. LEGAL NOTICES**

The MoniteurLive and Drouot Online Platforms are published by Drouot SI, a simplified joint stock company registered in the Paris Trade and Companies Register under number 790 095 780, with share capital of €50,000.

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They can consult the Frequently Asked Questions on the MoniteurLive and Drouot Online Platforms.