

USER POLICY NATIONA(A)L ASBL

This User Policy (“**Policy**”) contains the terms and conditions and the documents referred to in them (jointly the “**Terms**”) that the users (“**Users**” or “**You**”) must read and approve in order to become a user of the website (“**Website**”) of the ASBL Nationa(a)l (“**Nationa(a)l**”), to participate to its project as defined below (“**Project**”) on its e-marketplace platform (“**Platform**”) and to benefit from its services (“**Services**”).

This Website and the Platform are operated by Nationa(a)l whose is registered office is at Avenue Louise, 231 1000 Brussels (BCE number: 0848 190 83).

This Policy refers to and incorporates the following additional Terms, which also apply to your use of this Website and the Platform:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect about you or that you provide us. By using this Website, you agree to such processing and you warrant that all data provided by you is accurate;
- Our [Cookie Policy](#), which sets out information about the cookies on our Website and Platform.
- Our [Collaboration Agreement](#), which sets out the rules to be respected by the Exhibitors pertaining to their use of the Platform and their relationship towards the Users.

PREAMBULE

Nationa(a)l is a non-profit Association whose social objective is to promote the Belgian creative and cultural economy and make it prosper and bloom. In this context, the Association organizes temporary exhibitions, fairs and events aimed at connecting key players in the Belgian creative and cultural industries with the general public and their target groups.

As part of its activities, Nationa(a)l organizes an e-market place promoting the Belgian creative cultural industries in the following disciplines: Visual Arts, Music, Cinema, Design, Books, Fashion&Digital Arts. This list is not exhaustive.

This Policy defines the Terms to be respected by the Users regarding the Platform launched by Nationa(a)l. The Platform is to be considered as a sole intermediary between the Users and the exhibitors (“**Exhibitors**”) for the sale of all the works (“**Works**”) on the Platform. The Platform provides an online Service through which Users can buy the Works and communicate with the Exhibitors in public and in private.

Art. 1 – DEFINITIONS

The following terms used herein with a capital shall have the following meaning :

Exhibitors: means any individual, company or non-profit organization using the Platform to promote and sell Works.

Force Majeure: means any act, event or condition beyond the reasonable control of a Party that was not reasonably foreseeable at the time of execution of the Terms and is not avoidable under normal circumstances.

Intellectual Property Rights: means copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights whether registered or not.

Nationa(a)l: means Nationa(a)l as a not for profit association under Belgian law, its legal representatives and/or its employees, staff, and volunteers.

Platform: encompasses all digital facilities offered by Nationa(a)l on the Website including the e-market place and the online meeting platform.

Project: means the promotion by Nationa(a)l of Belgian creative cultural industries in the following disciplines: Visual Arts, Music, Cinema, Design, Books, Fashion&Digital Arts. This list is not exhaustive.

Services: means the online facility provided by Nationa(a)l through which Users can buy or sell Works on the Platform and communicate with one another in public and in private.

Term : means one (1) as from the execution of these Terms.

Users or You: means the consumers and buyers who use the Services offered by Nation(a)l on its Platform.

User Identity: shall have the meaning provided in Article 3.2 below.

Website: means www.nationalstore.be

Work: means any original or rightfully owned creation made or provided by the Exhibitors and submitted to Nationa(a)l for approval and exhibition in one of the disciplines mentioned under the definition of Project.

Art. 2 – TERMS AND CONDITIONS AND MEMBERSHIP

2.1 If You intend to use the Platform as a registered User please continue to read this Policy and click on the “I AGREE” button below if you agree to these Terms.

Art. 3 – REQUIREMENTS TO USE THE SERVICES

3.1 To use our Services, You must register with us by completing [the registration form on the Platform/Website]. In order to create an account, Nationa(a)l may ask you to provide certain personal data for the performance of the present Terms as well as to make certain confirmations regarding your account for security purposes, such as confirming your telephone number, providing proof of identity and/or proof of cardholder or any other confirmation that Nationa(a)l may introduce at its sole discretion. All data collected as a result of such confirmation will be treated in accordance with our [Privacy Policy](#). Unless terminated in accordance with the Terms, the Services will be provided for the Term.

3.2. Nationa(a)l will accept an application for registration as User by issuing to, and/or validating for applicants a user identification code, password or any other piece of information as part its security procedures (“**User Identity**”). You must treat such User Identity as confidential. You must not disclose it to any third party and You must ensure that You log out from your account at the end of each session.

3.3. Our Services are not intended for use by children under the age of 18 years old. If You are under 18, a parent or guardian (who is 18 or over) must register to

use the Services on your behalf. Your parent or guardian shall be responsible for supervising your use of the Services at all times and ensuring that you comply with these Terms. In the event of a breach of these Terms by You, Nationa(a)l is entitled to hold your parent or guardian fully responsible.

3.4. You undertake to keep up to date all information about You on the Website and to warrant that any information You provide to us is true, accurate and complete.

Art. 4 - MARKETPLACE AS FORUM FOR EXHIBITORS AND USERS

The Platform is a neutral website for Users and Exhibitors to trade Works and to use the Services. All contracts between Users and Exhibitors are subject to separate terms and conditions agreed between them. Nationa(a)l as a hosting provider is not a party to these contracts and does not assume any liability in connection with them or any related (sale) contracts between Exhibitors and Users (with regards to the Works).

Art. 5 – Obligations of the Users

Within the framework of the use of or access to the Services:

5.1. You will :

- Use the Platform and our Services in a legal way and only for the purposes described in this Policy;
- Comply with the provisions of all applicable laws, legislation, ordinances, regulations and regulatory codes of practice which relate to your use of the Platform and our Services;
- Acknowledge and accept that You are entering into a contract with the Exhibitors to purchase Works, when You click on "confirm" on the payment page;
- Warrant and agree that You have the legal right to enter into such a transaction, when you enter into a contract for the purchase of Works exhibited on the Platform;
- Only cancel the contract with the Exhibitors if You are legally entitled to do so; and
- Agree that payment will be immediately debited from your credit or debit card when You enter into a contract with a Seller : please see the "Payment" section below under Article 4 for more information.

5.2. You will not :

- Use the Platform in any illegal way or by any means, which are detrimental to the integrity of the Platform, Nationa(a)l, other Users, Exhibitors or third-parties;
- Conduct yourself in such a way as to mislead others about your true identity;
- Post information which is inaccurate, unlawful, defamatory, abusive, offensive, infringing any third party's intellectual property rights or otherwise objectionable;
- Use our Services if you are not able to form legally binding contracts;
- Transfer your account and user ID to another party without our consent;

- Distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- Distribute viruses or any other technologies that may harm Nationa(a)l or the interests or property of users;
- Use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose;
- Pursuant to Article 12 of these Terms, infringe the Intellectual Property Rights that are owned by or licensed to Nationa(a)l. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Nationa(a)l or someone else;
- Fail to pay for the Works purchased by You, unless you have a valid reason, for example, the Seller has materially changed the Work's description after You bid, an error is made on the substance, or You cannot contact the seller;
- Harvest or otherwise collect information about other Users and Exhibitors without their consent; and
- Circumvent any technical measures used to provide or protect our Services.

5.3. Meeting using the Platform

When You book a meeting with an Exhibitor, You shall comply with your commitment towards the Exhibitor unless:

- (i) You reach out to the Exhibitor to cancel, postpone, or modify the meeting schedule at least three (3) hours prior to the beginning of the meeting;
- (ii) You can justify from an event of Force Majeure pursuant to Article 14 of this Agreement.

Art. 6 – OBLIGATIONS & RIGHTS OF NATIONA(A)L

6.1. Immediately after the conclusion of a contract between the Users and the Exhibitors, Nationa(a)l must inform the Users about the Exhibitors' identities and must enable communication between them. At the Users' request, Nationa(a)l must disclose the legal address of establishment of the Exhibitors.

6.2. Nationa(a)l may rely on the information provided to it by the Exhibitors, unless Nationa(a)l knows or ought to know, on the basis of the available data regarding transactions on the Platform, that these informations are incorrect.

6.3. Notwithstanding its right to terminate this Agreement, Nationa(a)l may suspend an User's right to use the Platform by blocking its User Identity in the event that the User seriously violates any of its obligations under these Terms, as long as this violation persists.

Art. 7 – PAYMENT SERVICES

7.1. Users must pay the Exhibitor the price for the Works purchased on the Platform by credit or debit card or at the latest within seven (7) days of invoicing. The payment will be deposited on a trust account owned by Nationa(a)l. Once the

Work has been delivered to the User, Nationa(a)l will forward the payment to the Exhibitor.

7.2. Payments must be made in EURO and all prices are inclusive of VAT, but exclusive of delivery charges.

7.3. Users are responsible for any shipping costs unless otherwise mutually agreed by the Users and the Exhibitor.

7.4. Payment for the Works must be made in advance. The Users' [credit or debit card, or Paypal] will be charged when the User and Exhibitor enter into a contract for the purchase of the Works.

Art. 8 – SHIPPING SERVICES

8.1. Exhibitors are responsible for shipping and are bound to communicate a delivery and/or pick-up schedule and pricing to Users upon the notification of purchase. Exhibitors provide a confirmation of the order on a durable medium and in a reasonable delay following the conclusion of the contract.

8.2. Exhibitors may choose between two options for shipping their Works to Users:

- providing for a shipping supplier according to the means and the price determined by them; or
- making the Works available for Users to collect within 10 working days of receipt of the notification of purchase.

8.3. Exhibitors are bound to communicate in a clear and complete manner if any shipping restrictions apply to some of the Works along with the pricing methods used at the beginning of the order process at the latest.

8.4. Nationa(a)l declines all responsibility for sent parcels, packages and items which become lost or destroyed, or damaged by a shipping service provider and/or after delivery to a post-box or alike.

8.5. Exhibitors take full responsibility for order shipment in the case of loss, damage or non-receipt.

Art. 9 – RETURNS AND CANCELLATIONS

9.1. If Users want to cancel their purchase, Users must do so within fourteen (14) calendar days upon the day of delivery of the order. Users must notify Exhibitors in writing of their decisions to cancel the purchase, by e-mail, using the applicable forms. The cancellation rights will not apply to the applicable legal exceptions such as tailor-made Works.

9.2. Exhibitors have fourteen (14) days from the date of the Users' notification to give Users a full refund (including delivery costs and taxes). However, Exhibitors are entitled to wait until they receive the returned parcels.

Art. 10 - REMOVAL, WARNINGS, BLOCKING, SUSPENSION AND TERMINATION

Nationa(a)l may issue warnings, suspend, block or terminate your access to the Platform and/or the Services (or any part of them) or remove any content uploaded if:

- You are in breach of these Terms;
- You are bankrupt or subject to insolvency proceedings;
- You act in any manner which we consider may damage our reputation; or
- You use the Site or Services in a manner which we consider to be fraudulent or contrary to law.

Art. 11 – VIRUSES

11.1. Nationa(a)l does not guarantee that the Platform and Website will be secure or free from bugs or viruses.

11.2. You are responsible for configuring your information technology, computer programmes and platform in order to access our Website and Platform. You should use your own virus protection software.

11.3. You must not misuse our Website and Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

11.4. You must not attempt to gain unauthorized access to our Website and Platform, the server on which they are stored or any server, computer or database connected to the Website and Platform / them.

11.5. You must not attack our Website and Platform via a denial-of-service attack or a distributed denial-of service attack.

Art. 12 – INTELLECTUAL PROPERTY RIGHTS

All copyright, database right, design right, patent, trade mark and other proprietary or intellectual property rights whatsoever arising in the Platform and in all other written or oral information provided to the Users by the Exhibitors and/or Nationa(a)l for the purpose of the Project, are and shall remain the exclusive property of the Exhibitors and/or Nationa(a)l, its providers or the relevant third-party.

Art. 13 – LIABILITY

13.1. Nothing in these Terms limits or excludes Nationa(a)l's liability to You for any liability which cannot be excluded or limited by law such as for example for fraud or gross negligence.

13.2. Nationa(a)l will take all necessary precautions and measures to ensure the security of the Platform during the entire realization of the Project.

Without prejudice to Article 13.1, the total liability of Nationa(a)l for a claim made by Users in respect of loss or damage suffered by them including (without limitation) breach of contract, tort (including negligence), misrepresentation or

breach of statutory duty shall not exceed 100% of the charges paid by Users to Exhibitors.

Nationa(a)l shall not in any event be liable for any:

- indirect or consequential losses, damage, costs or expenses;
- loss of profit;
- loss of sales or business; or
- loss of or damage to goodwill.

Nationa(a)l shall not be liable for any claim made by Users more than one (1) year after the closure of the event or, in the case of a series of events, the first of such event which gives rise to such claim.

Except as set out in the Terms, Nationa(a)l excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the event, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

13.3. Nationa(a)l makes no warranties or representations, whether express or implied that this Platform, any content and the Services on it:

- are accurate, complete, up-to-date or suitable for any purpose; or
- are free of error or omission.

13.4. To the extent permitted by law, Nation(a)l excludes all conditions, warranties, representations or other terms which may apply to this Website, any content or the Services on it.

13.5. Nationa(a)l provides an online facility enabling the purchase and sale of Works between Users and Exhibitors and allowing them to communicate with one another in public and in private. Users and Exhibitors to an exchange or give-away are solely responsible for transactions entered into using the Platform.

13.6. Nationa(a)l as a hosting provider is not responsible for any action or inaction of the Users of the Platform or Services, or the content provided by Exhibitors of the Website including, without limitation:

- The descriptions or photos of the Work, including their accuracy and completeness;
- The quality, legality or safety of the Work;
- the Exhibitors', exchangers' or givers' titles to the Works; or
- the Exhibitors' or Users' rights to enter into a sale.

13.7. Nationa(a)l may implement take down procedures from time to time and reserves the right to deny the access to the Platform and its Website to the User that would not respect or be aligned with Nationa(a)l's artistic views or these Terms.

13.7. You agree to indemnify Nationa(a)l for any loss, liability, cost or expense for any third-party claim arising from or connected to your misuse of the Website or Services or any use which is in breach of these Terms.

13.8. In respect of any dispute You may have with Exhibitors of the Website, you agree to:

- Waive any claim you may have against us in connection with such dispute; and
- Indemnify us for any loss or liability we incur as a result of any claim made against us by such Users or any other third party as a result of such dispute.

13.9. Subject to section 13.1, Nationa(a)l will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or Services, or to your downloading of any content on it, or on any website linked to it.

13.10. Subject to section 13.1, Nationa(a)l accepts no liability to you, whether in contract, tort (including negligence) or otherwise, for: (a) any loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of anticipated savings; loss of business opportunity, goodwill or reputation; or (d) any direct, special, indirect or consequential damages, (e) or any other damages of whatsoever kind resulting from whatever cause through your use of the Services and our Website.

13.11. Subject to section 13.1, Nationa(a)l limits its liability under this Agreement, whether such liability arises in contract, tort (including without limitation to negligence) or otherwise, to a maximum of the purchase price paid or payable for the relevant Works.

Art. 14 – FORCE MAJEURE

Nationa(a)l shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any obligations under these Terms if such delay or failure results from events, circumstances or causes beyond our reasonable control (“**Force Majeure**”). In such circumstances, Nationa(a)l shall be entitled to a reasonable extension period to perform such obligations.

Art. 15 – MISCELLANEOUS

15.1. If any part of the terms contained in these Terms shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

15.2. These Terms constitute the entire agreement between us and you and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and You, whether written or oral, relating to its subject matter.

15.3. For the purpose of amicable settlement, Users' claims must be submitted to National or the applicable dispute procedure by registered letter with acknowledgement of receipt within fifteen (15) days following the closure of the fair or the notification of purchase. Following this period, claims for amicable settlement will no longer be receivable. Any dispute shall be exclusively subject to the jurisdiction of the courts of Brussels and shall be subject to Belgian law.

15.4. This Policy shall enter into force upon its signature by the Parties for one (1) year.