

# Terms of Service

In force on 22/07/2020

These general Terms of Service ( T & Ss) have for object the legal framework of the terms of provision of the site and the services and to define the conditions of access and use of the services by" the user ".

These T & Ss are accessible at the address: <https://www.theophile-delaine.com/termservice.pdf>

## Article 1: Legal notices

The editing and direction of the publication of the site <https://theophile-delaine.art> is provided by Théophile DELAINE, domiciled at 602 chemin Agénor 97440 Saint André.

Phone number is 0693848228

E-mail address [contact@theophile-delaine.com](mailto:contact@theophile-delaine.com).

The host of the site <https://theophile-delaine.art> is the company Wix.com LTD, whose head office is located at 500 Terry A François Blvd San Francisco, CA 94158, with the telephone number: +1 415- 639-9034.

## ARTICLE 2: Access to the site

The site <https://theophile-delaine.art> allows the User free access to the following services:

Consult works of the painter Théophile DELAINE, order and pay online for works offered for sale, contact the artist using a contact form.

The site is accessible free of charge anywhere to any User with Internet access. All the costs borne by the User to access the service (computer hardware, software, Internet connection, etc.) are at his expense.

## ARTICLE 3: Data collection

*Data collection is defined in the Privacy Policy document available at the following address:*

<https://www.theophile-delaine.com/privacypolicy.pdf>

## ARTICLE 4: Intellectual property

The brands, logos, signs as well as all the content of the site (texts, images, sound, etc.) are protected by the Intellectual Property Code and more particularly by copyright.

The User must seek the prior authorization of the site for any reproduction, publication, copy of the various contents. He undertakes to use the contents of the site in a strictly private context, any use for commercial and advertising purposes is strictly prohibited.

Any total or partial representation of this site by any means whatsoever without the express authorization of the operator of the website would constitute an infringement punishable by article L 335-2 and following of the Code of intellectual property.

It is recalled in accordance with article L122-5 of the Intellectual Property Code that the User who reproduces, copies or publishes the protected content must cite the author and his source.

## **ARTICLE 5: Liability**

The sources of the information published on the site <https://theophile-delaine.art> are deemed to be reliable but the site does not guarantee that it is free from defects, errors or omissions.

The information communicated is presented for indicative and general purposes without contractual value. Despite regular updates, the site <https://theophile-delaine.art> cannot be held responsible for the modification of the administrative and legal provisions occurring after the publication. Likewise, the site cannot be held responsible for the use and interpretation of the information contained in this site.

The site <https://theophile-delaine.art> cannot be held responsible for any viruses which could infect the computer or any computer equipment of the Internet user, following use, access, or download from this site.

The site cannot be held liable in the event of force majeure or the unforeseeable and insurmountable fact of a third party.

## **ARTICLE 6: Hypertext links**

Hypertext links may be present on the site. The User is informed that by clicking on these links, he will leave the site <https://theophile-delaine.art>. The latter has no control over the web pages on which these links lead and can in no way be responsible for their content.

## **ARTICLE 7: Cookies**

The User is informed that during his visits to the site, a cookie may be automatically installed on his browser software.

Cookies are small files temporarily stored on the hard drive of the User's computer by your browser and which are necessary for the use of the site. <https://theophile-delaine.art>. Cookies do not contain personal information and cannot be used to identify someone. A cookie contains a unique identifier, generated randomly and therefore anonymous. Some cookies expire at the end of the User's visit, others remain.

The information contained in cookies is used to improve the site <https://theophile-delaine.art>.

By browsing the site, the User accepts them.

The User may deactivate these cookies through the parameters appearing in his browser software.

To find out more, the user can consult the confidentiality policy in article 6 "Use of cookies" at the following address: <https://www.theophile-delaine.com/privacypolicy.pdf>

## **ARTICLE 8: Applicable law and competent jurisdiction**

French law applies to this contract. In the absence of an amicable resolution of a dispute between the parties, the French courts will have sole jurisdiction to hear it.

For any question relating to the application of these T & Ss, you can contact the publisher using the contact details listed in ARTICLE 1.