

**MONSHAREART**  
**GENERAL RENTAL TERMS AND CONDITIONS**

**1. Subject:**

- 1.1. Monshareart S.r.l. with registered office in Via Ponale 6, 20162 Milan (Italy) VAT:10409300968) hereby represented by its legal representative pro tempore Mr. Francesco Rubinacci (hereinafter referred to as "Monshareart") operates a web-platform that allows collectors, amateurs or companies to identify their favorite piece of artwork online, via desktop computer or via smartphone app, view it - if exposed - at the "display spots" of MSA and rent it or buy it online in just a few simple steps;
- 1.2. These General Terms and Conditions apply to the registration on the web platform [www.monshareart.com](http://www.monshareart.com) and the rental of the works shown there. The applicable rates and prices will be exclusively those in effect at the time of booking, as provided for each work visible on the platform with specific indication of costs and tariffs.
- 1.3. Monshareart reserves the right to refuse registration of a Client if the documentation provided by him during registration is incomplete, inconsistent, not valid or there are reasonable grounds that it is false or not belongs to the user or there are reasonable grounds to believe that the user does not have the ability to comply with the terms of this contract
- 1.4. Monshareart expressly reserves the right to reasonably modify the General Terms and Conditions with costs and tariffs. Any changes will be communicated to the Customer via email and through publication on the site. The changes will be deemed approved by the Customer if it is not opposed in text form (for example, by fax, email) within one month of the communication of the same. Monshareart will indicate this consequence with precision in the communication regarding the of changes. In order to assess compliance of the timing for exercising the opposition, will be considered the date of dispatch .
- 1.5. Contracts in Italy are concluded in Italian language. The contracts are archived by Monshareart after their conclusion but will not be accessible to Customer (copy of the same will be sent to the Customer upon request after their conclusion). In case of discrepancies between the Italian version and the English version, the Italian version will prevail.

**2. Definitions:**

- 2.1. "Customer" is the natural person, legal person or business partner (the last two, subsequently, also called "Commercial Customers") that have duly and correctly registered with Monshareart and have entered into a valid framework agreement with Monshareart
- 2.2. The "Internet portal" is a website that allows, among other things, to book rent Monshareart works, as long as this is technically possible at the respective locality where Monshareart operates.
- 2.3. Account, Customer data, use of third party account.

2.3.1. To be able to rent, book and use a Monshareart work, the Customer needs to:

2.3.1.1. have selected a payment method (eg credit card) on the Internet portal and entered the corresponding data ("personal account"); or

2.3.1.2. have an active account with an accepted payment function from Monshareart.

2.3.1.3. Within the standard payment profile, the holder of the account / credit card must be the Customer. Customer must keep the personal data you entered up to date of the Monshareart account and in particular to the address of residence, to the email, to the mobile number, to the identity document data, of the bank account or credit card. If the data turns out to be not updated (e.g. the e-mail box does not receive communications; the mobile number is disabled), Monshareart reserves the right to temporarily block the Client's account.

### **3. Access tools. Internet portal.**

3.1. The access tool for Monshareart works is the Internet Portal.

3.2. In order to use the Internet Portal as a means of access, the Customer must have a computer or smartphone compatible with the technical requirements of the Portal. Monshareart does not guarantee any compatibility with this end. The Customer must personally provide for the supply of the data network and pay any cost requested by the network provider.

3.3. It is forbidden to read, copy or interfere with the Internet Portal through technological equipment. Any infringement will result in immediate exclusion from Monshareart and the Customer will reimburse the damages deriving from it, if existing.

3.4. During the registration procedure, the Customer will create a password for access information and confidential functions on the Internet Portal (eg. book the works, Monshareart, see the invoices, see / change the data Personal / Business). The Customer is obliged to keep strictly confidential password and the PIN.

### **4. Booking and conclusion of the individual rental contract.**

**4.1.** Customers registered on the Internet portal and verified can rent works on Monshareart.

**4.2.** Upon registration, the Customer must provide via email and / or from the specific section of the site - if is activated - a digital copy of a valid identity document which must coincide with the cardholder of credit card that will be used for the rental or with the current account holder indicated for payment.

**4.3.** The individual rental contract for the Monshareart work is stipulated when the Customer starts the rental with the collection of the work. The Customer is obliged to check the Monshareart work to identify any defects or damage and to communicate them to Monshareart by e-mail to: info@monshareart.com or

telephone customer service indicated in the contacts on the site [www.monshareart.com](http://www.monshareart.com) if active.

**4.4.** In the event that the work delivered or withdrawn presents evident damages, the Customer must contact Monshareart within six hours of receiving the work and communicate the nature and seriousness of the defect and / or damage.

**4.5.** The individual rental contract ends when the Customer has correctly terminated the rental or when Monshareart decides to withdraw from the contract unilaterally pursuant to the provisions of these General Terms and Conditions

**4.6.** The individual rental contract can last for a maximum of four months. Monshareart reserves the right to offer an extension of this period and the same will be shown on the site. Monshareart reserves the right to withdraw from individual rental contracts unilaterally in any moment if the maximum permitted time is exceeded. In that case if the work will not be returned the user will be required to reimburse Monshareart the entire value of the work as published on the site at the time of occurrence of failure to return within the term, in addition to an additional penalty that is established by the parties and accepted by the user upon accession to this contract, equal to 20% of the value of the work as published at the time of the rental start.

**4.7.** in case of delayed delivery of the work with respect to the rental term, the Customer will be required to pay Monshareart an amount as a penalty equal to 10% of the monthly rental value for each day of delay in the delivery, unless the delay is due to reasons not attributable to him

## **5. Rates, missing payment.**

**5.1.** The Customer undertakes to pay the amount due according to the tariff in effect at the time of the start of the individual rental contract .Before the rental begins, the Customer is shown on the Internet Portal Monshareart the applicable tariff. Prices are shown in the Internet portal and indicated in the section on costs and tariffs in force from time to time. Prices are the final prices and include the applicable VAT. Payment must be made in advance after having read the present general rental conditions verification of compliance of the documentation requested to the user for the rental.

**5.2.** The initial rental term may be extended up to a maximum of four months and the hired work can be redeemed through the "*rent to buy*" formula which provides for the total deduction of the amount already paid by the Customer for the rental from the purchase price indicated on the platform at the time of redemption and no additional costs for the user. The redemption of the rented work must take place and be exercised by the user before the expiry of the period of rental carried out. The redemption through the formula "*rent to buy*" made after the expiration of the non-renewed or non-renewable rental period will nevertheless entail the application of the penalties for late delivery of the work at the end of the rental.

**5.3.** Payments by Customers are made according to the payment method chosen. The Customer must make sure that their chosen payment method always have sufficient coverage. Should the amount withdrawn be re-debited to Monshareart by the bank and this fact is attributable to the Customer, the latter must bear the

relative costs of the aforementioned recovery. Monshareart reserves the right to refuse the selected payment method by the Customer and to use another payment method, among those indicated. The Customer will be informed in advance of this decision.

**5.4.** Payments by Customers are made by bank transfer or credit card with the issue of periodic invoices by Monshareart.

**5.5.** Monshareart reserves the right to verify credibility on its own initiative the Customer's financial ability to meet the payments due.

**5.6.** Monshareart also reserves the right to block access tool in case of delay in payments due by Customers.

**5.7.** Monshareart reserves the right to assign the credits deriving from the contracts or to hire a credit collection company for the recovery.

## **6. Customer's obligations and prohibitions.**

**6.1.** The Customer is obliged to:

**6.1.1.** Declare the address of custody and exhibition at the time of rental of the work, which must coincide with the one declared for the shipment. The Customer may not display or store the work in a different place without appropriate written authorization from Monshareart, which may also be granted by email.

**6.1.2.** treat the work rented from Monshareart with care and concern;

**6.1.3.** immediately notify Monshareart of any damage caused by vandalism or resulting from accidents and strive to implement measures suitable to avoid any aggravation of damage from an accident;

**6.1.4.** implement all precautions to avoid theft of the work.

**6.1.5.** make sure the work is exposed only in safe conditions.

## **7. Rental term.**

**7.1.** To terminate the rental (and, consequently, terminate the contract of rental), the Customer:

**7.1.1.** must return the work at the redelivery point notified by Monshareart or arrange a withdrawal with Monshareart at the address of shipment.

## **8. Insurance coverage. Framework Contract.**

**8.1.** The Customer is guardian of the work from the moment of its delivery and is responsible for damage, theft, total destruction of the work during the rental within the limit of the entire value of the work as indicated onsite, upon the occurrence of the claim as well as further reimbursement of expenses possibly incurred due to the same and properly documented by MonShareArt, including the costs of any credit recovery, should the Customer not compensating MonShareArt within 30 days of the claim;

**8.2.** the Client who uses an Opera Monshareart will have the right to stipulate insurance for the risks of damage and loss with the insurance company indicated by Monshareart.

**8.3.** The contract will be terminated pursuant to art. 1456 of the Civil Code, if the Customer:

**8.3.1.** is late with the payment of an invoice;

**8.3.2.** ceases make the payments;

**8.3.3.** is a legal person, a special fund, a professional who has stipulated the framework contract as a professional and has not carried out the payment requested;

**8.3.4.** has declared false or omitted relevant information at the time of the registration or during the execution of the contract;

**8.3.5.** despite written warnings, you continue to violate the contract or not work to resolve these contractual violations;

**8.3.6.** communicates his access data (username Monshareart, password Monshareart, PIN Monshareart) to third parties.

**8.4.** if Monshareart decides to use the express termination clause of mentioned above, access to the Monshareart site will be immediately blocked once received communication from Monshareart.

**8.5.** If the individual rental contract ceases to be attributable in the paragraph above, Monshareart may request:

**8.5.1.** immediate delivery of the Monshareart work used by the Customer.

**8.5.2.** If the Customer does not immediately return the rented work, Monshareart will be able to take possession of it again by charging the related costs to the Customer, as well as the penalties for delay indicated in the articles above;

**8.5.3.** the fee accrued for the rental of the rented work up to return of the same;

**8.5.4.** compensation for all damages. As compensation for damages, Monshareart will charge the Customer all the damages actually caused.

## **9. Codes of Conduct.**

**9.1.** Monshareart will process personal data in compliance with the Privacy Statement accessible via the website [www.Monshareart.com](http://www.Monshareart.com).

## **10. General Provisions.**

**10.1.** The rental contract entered into in Italy is subject to Italian law.

**10.2.** If the Customer qualifies as a consumer pursuant to the Legislative Decree n. 206 of 6 September 2005 (Consumer Code) for any dispute, however, arising from the rental contract or to them connected or deriving from them, the Court exclusively competent will be the one of place of residence or domicile elected by the Customer in the Italian territory. In all other cases, the Court of Milan will have exclusive jurisdiction.

**10.3.** The Customer may transfer the rights or claims relating to those present to third parties contracts only with prior written permission from Monshareart.

**10.4.** \_\_\_\_\_ There are no additional verbal agreements between the parties and / or agreements. Changes and additions to the General Terms and Conditions require written form. Electronic correspondence (e-mail) is considered an acceptable written form.

10.5. Where one or more provisions of this contract were ineffective or void, this will not affect the validity of the remaining contractual provisions.

Explicit consent pursuant to articles 1341 and 1342 of the Italian Civil Code.

Having read these Terms and Conditions, the Customer declares, pursuant to the articles 1341 and 1342 of the Italian Civil Code, to fully and specifically accept the clauses of the following articles: