

GENERAL CONDITIONS FOR CLUB MEMBERSHIP

Last updated on : 20 October 2022

Preamble

MENASIA ARTS CLUB is a Simplified Joint Stock Company (SAS) incorporated in France under the number 949492409 whose registered office is located at 3/32 rue de Calais 59800 Lille. The latter can be contacted by email at the following address : *contact@menasiaartsclub.com*

A Member's Club membership solely concerns the Club and no other Club or premises owned or operated by the Company and does not entitle a Member to acquire shares of the Company or to take part in voting or other shareholder issues.

These General Conditions of Sale (hereinafter referred to as "Conditions") apply without restriction or reservation to the sale of the Services of the Company MENASIA ARTS CLUB via the Site (hereinafter the "Site") and define the rights and obligations of MENASIA ARTS CLUB (hereinafter the "Club") and of the Client (hereinafter the "Client") and of the Members (hereinafter the "Members"). The Conditions can be viewed on the Site and/or made available to any User and any Member.

Any Member and any User acknowledges and accepts that any order placed for Club Services implies unreserved acceptance of the Conditions. He acknowledges having read the Conditions before placing any order. The current version of the Conditions is the only one opposable to the Members and Users of the Site :

- For the duration of the Site's use and until a new version replaces it. MENASIA ARTS CLUB reserves the right to modify these Terms at any given time without notifying Users in advance, but the applicable Terms are those online at the time the Order is placed.
- For any subscription to Club Services.

The Conditions prevail over any other document issued by the Club or any other General Conditions of Purchase. The Club reserves the right to derogate from certain clauses herein or to establish Special Conditions.

Article 1 - Definitions

For the purposes of the T&Cs and Membership and the Rules of Procedure :

- "Internal Rules" means any Rules adopted by the Company in accordance with these Conditions.
- "Club" designates the Club MENASIA ARTS CLUB offering services to its Members.
- "Contract" refers to the membership contract between the Company/Club and the Member(s), the terms of which include those of the T&Cs and Membership and the Internal Rules.
- "Member" means a person who is admitted as a Member of the Club in accordance with any prior Club Rules or the T&Cs and Membership (as amended from time to time).
- "President" designates the President of the Club.

Article 2 - Relationship between the Company and the Club

The Company is responsible for providing the Club with premises and all the facilities necessary for the operation of the Club in accordance with the objectives, the T&Cs and membership, and the Internal Regulations.

Members have no financial liability to the Company as a result of their membership in the Club, other than their liability for Club membership fees, annual dues, food and beverage expenses, and any fees relating to events booked or attended by a Member for which fees are charged/paid.

If the Company needs to contact a Member, it will do so using the telephone number, email address or postal address provided to the Company by such Member, as updated by the Member from time to time. The Member may contact the Company by writing to the e-mail address or the postal address as mentioned on the Club's Website.

Article 3 - Club Membership

Members are full Members, second Members and honorary Members. All applicants for membership must be at least 21 years old. The Company may from time to time add additional categories of Members or modify the Terms related to each membership category. These additions or modifications are published on the Club's Site for at least 14 days before they come into force.

Each Member, regardless of category, enjoys the same rights and privileges of the Club, subject to the provisions of the T&Cs and Membership and Rules of Procedure and as the Company may determine from time to time.

Each Member, regardless of their category, must confirm and declare the address of their main residence and their business address. The Club cannot be held responsible in the event of truncated or erroneous information provided by the Member concerning his membership and/or his personal situation.

If the criteria governing a member's membership category are no longer applicable to the Member, he must inform the President immediately so that, subject to the President's prior approval, the change of category can be made. At the next renewal date, he shall be required to pay the contribution rate applicable to the new category.

Article 4 - Members of the Club

a) Presentation of Members

Are understood as Members :

- Full Member : 21 years of age or older on the date the application form is received by the Club.
- Second Member : a spouse or partner sharing the same residential address as a Full Member and who is 21 years of age or older on the date the application form is received by the Club. Proof of address required.
- Honorary Members : elected in accordance with article 4.b) ;

b) Honorary Members

The Committee (Chairman assisted by the sole associate) may invite to become an Honorary Member any person who, in the exclusive opinion of the President of the Club :

- rendered an exceptional service or benefit to the Club
- will render an exceptional service or benefit to the Club
- is an eminent Member of the artistic, scientific, or literary community.

The President of the Club has the power to elect any individual he deems suitable (including an existing Member) as an Honorary Member. An Honorary Member has the right to make full use of the premises and facilities of the Club, subject to the Terms and Conditions of Membership and the Rules of Procedure. The Honorary Member is not required to pay a membership fee or an annual subscription.

Any person to whom the Club offers to be an Honorary Member and who is already a Member of the Club, is deemed to have ceased to be a Member by accepting this offer, but is not entitled to reimbursement of a proportional part of the annual subscription of the year and, if she is an Honorary Member, no annual subscription is due.

Honorary Membership is initially granted for a period of 12 months but may be terminated at any time by the President of the Club without giving any reason. At the end of this period, each Honorary Member is automatically re-elected each year, unless the President of the Club decides not to do so or if the membership of the Honorary Member is terminated.

c) Procedure for the approval and election of Members

The name and contact details of each candidate for membership must be entered on a form accessible on the Club's Website. Applicants must provide a photograph and any information about themselves and their application that the Club president may request.

The candidate can be sponsored by two Active Members of the Club. In this case, a letter of support should be sent to the President of the Club, if he requests it, indicating relevant information about the candidate (how long they have known him, his qualifications to become a Member because of his connections or the latter's interest in the arts, literature or sciences, and that it is likely to be welcomed by the Members and to please them).

There is a delay of at least 48 hours between receipt of an application by the Club and the decision on whether to accept an application for membership.

A candidate is required to meet the President of the Club (possibly assisted by the sole associate) before he examines his candidacy, unless the President decides in a particular case that such a meeting is not necessary.

The President decides on the election of Members. If he is accompanied by the sole shareholder, the election of Members is done unanimously by secret ballot. A vote against a candidate excludes the latter from membership. A candidate shall not be given reason, in case of non-election/membership.

If the President of the Club (assisted or not by the sole associate) does not ratify this Member, the latter will not be able to present his candidacy for a period of one year from the date of the initial request.

After approval and (if applicable) ratification, the President informs the candidate that he has been elected as a Member of the Club on condition that he complies with the Terms and Conditions of Membership and Rules of Procedure. The President gives the candidate a copy of the Terms and Conditions and Membership and any other Rules of Procedure and asks the candidate to give the President the following documents :

- The corresponding membership fee as well as the current annual membership fee at the rate appropriate to the category of membership ; and
- a duly completed direct debit form for future annual contributions.

If the candidate does not comply with these provisions within a period of one month from the notification (unless the President decides otherwise) entails the cancellation of the conditional right of the candidate to become a Member.

The Chairman or the Committee (if assisted by the sole shareholder) is authorized to extend the deadlines for the execution of the provisions of this article for as long as he deems appropriate.

If the candidate complies with the provisions of this article, his name will be entered in the register of Members maintained by the Club as a Member and will immediately be entitled to all the advantages and privileges of the Club. By being so registered in the Membership register, the Member is deemed to have agreed to be bound by the Terms and Conditions of Membership, all Bylaws and Privacy Notice (as amended from time to time), and all subsequent changes to these documents.

d) Members' right of withdrawal

Members who have been approved have the right to cancel their membership, without giving a reason, within 14 days of the date the Member has paid the entry fee and membership fee and provided the Company with the form direct debit referred to in Article 4. The cancellation period expires after 14 days.

- To exercise his right of cancellation, a Member must inform the President of his decision to cancel his membership in writing, for example by e-mail.
- To respect the cancellation period, it is sufficient for a Member to send his cancellation request before the expiry of the withdrawal period.
- If a Member cancels their membership within the 14-day period, the Company will refund all membership fees and subscription payments received from such Member.

The Company will carry out the refund at once, and at the latest within 14 days following the day on which the President is informed of the Member's decision to cancel his membership.

- The Company will make the refund using the same means of payment as the Member used for the initial payment unless the Member has expressly agreed otherwise. In any case, the refund will not entail any costs for the Member.
- If the Member has started using the services or facilities of the Club during the period of cancellation, the Member must pay the Club an amount which is proportional to the period of use until the Member communicates the cancellation of his membership, in relation to the full membership year and the remainder will be refunded (if applicable).

The Club's Privacy Notice sets out the Terms under which the Club processes Members' personal data or that Members provide to the Club or the Company.

Article 5 - Fees and contributions

The membership fee to be paid by the Member is in an amount which is set by the Company from time to time and is non-refundable.

The annual membership fee for each of the different categories is an amount determined by the Society, and is payable annually on the date set by the Society.

The Club may apply an increase in any annual dues rate to any Member by giving the Member at least 14 days' notice. This increase applies on the next renewal date, and the Member has the right to terminate their membership in accordance with these Rules.

If, for any reason, a Member ceases to be a Member before the full annual fee for the current year has been paid, then the unpaid balance becomes due immediately.

If a Member, having paid the annual subscription for the year in question, ceases, for any reason whatsoever, to be a Member before the expiry of this year, he is not entitled to reimbursement of any part of this annual subscription.

The Company may, however, at its sole discretion, waive or reduce the dues of any Member or former Member. If a former Member requests to rejoin the Club, the Company may waive the right to membership and may apply the annual subscription rate in force.

The current subscription rates for each category of Members are available on the Club's Website for consultation.

Unless otherwise decided by the Company, each Member must complete and deliver to the President, and renew, if need be, and at any time a valid direct debit mandate, in order to ensure payment of their subscription and all other charges due under their membership, the Terms and Conditions and Membership, any Internal Regulations or their visit to the Club.

If a Member fails to pay any amount owed by him to the Company or the Club within 30 days of the due date for payment, the Company reserves the right to suspend and/or terminate the Member's membership, and will apply the current annual fee rate to any future membership of the Member.

The Member is informed that any delay in payment of all or part of an amount due on its due date will automatically result in the forfeiture of the term of all amounts due by the Member and their immediate payment.

In addition, any delay in payment of sums, from the day following the due date thereof, will automatically result in the application of late payment penalties calculated on the amount excluding taxes unpaid, and equal to at least three times the legal interest rate in force. They are payable automatically and without prior notice.

Moreover, for Members who are Professionals, pursuant to *Article L.441-10* of the Commercial Code, a lump sum indemnity for recovery costs of €40.00 will be due by the Member to the Company, and this even in the event of partial payment of the unsettled invoice, without prejudice to any other action that the Company would be entitled to bring against the Member and at the expense of the latter for the purpose of recovering the latter's invoices and all other damages that may be due to him.

Article 6 - Renewals

Renewal dates or annual subscriptions are fixed on the first day of the month of election as a Member and renew annually, unless the Company decides otherwise.

Membership renewal is not automatic and is reviewed annually by the Club. The Club's decision is final and cannot be appealed. No reason for termination or non-renewal of a membership should be given.

Members will receive one month's notice prior to their annual renewal date. If the subscription is not paid by the renewal date, a grace period of 14 days will be granted. After that, the Member will be considered late and access to the Club will be refused. If the subscription is not paid within the following 14 days, the Company reserves the right to suspend and/or terminate the Member's membership and during this period, the Club has the right to refuse access until such charges are paid in full. Settlement will be retroactive to the original renewal date and the current published annual dues rate will apply to any future membership application made by the Member.



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For a second Member, the Associate full Member must still be an existing fully paid Member to maintain the second Member's subscription rate. If not, the second Member will revert to the applicable full Member rate at the time of their next renewal and will no longer be considered a second Member. The Committee reserves the right to request proof of address at the annual renewal date of a second Member. Second Members are required to notify the President in writing of any change in circumstances that would no longer entitle them to be a second Member, and the rate change will apply on their next renewal date.

A Member may freeze the latter's membership only once during the life of his membership. This request must be submitted in writing within 30 days of the renewal date to avoid termination for non-payment. The duration of the freeze is one year and cannot be extended or shortened. If the Member wishes to reactivate his membership before the one-year period, he may be subject to the payment of his membership fee retroactive to the initial renewal date. Upon rejoining, their annual subscriptions will remain at their original tier, unless the subscription has been upgraded for all membership third parties, in which case the new price will apply.

If a membership is terminated for non-payment and the Member wishes to reactivate their membership within one year of termination, they may do so by paying the amount retroactive to their original renewal date at the current rate their initial membership levels. If a membership is terminated for non-payment and the Member wishes to reactivate their membership after one year of termination, they may do so but at the current rate and must submit a new request.

Article 7 - Addresses of Members

Each Member must at once notify the Club President of any change of address, email or other contact information and, in the event of a change of bank, a new direct debit mandate must be completed and submitted to the Club President.

A Member must truthfully declare the residential address at which he formally resides most of the year. Proof of address will be required.

Article 8 - Admission

Subject to these provisions, Members are admitted to the Members-only areas (in accordance with the House Rules) during normal admission hours.

Members must register at the reception upon arrival, presenting their name and their Membership card. The Company may refuse admission to the Club to any person at its sole discretion and without giving any reason.

The Club may, at its sole discretion :

- deny entry to the Club to any Member without providing a reason
- evict a Member from Club premises without giving a reason, and
- cancel a Member's membership without any reason.

Article 9 - Discipline and expulsion of Members

A Member may resign from membership at any given time by letter or email sent to the Club's address as set forth on the Club's Website.

The Company may expel a Member at any time for violation of the Rules of Procedure and/or the T&Cs and Membership.

A Member's membership, and/or admission to Club premises may be suspended or terminated at any time by the Company, in the event that the Company considers the Member's conduct, reputation or character to be or could be detrimental to the character, reputation or interests of the Club or the Company or render such Member unfit to associate with other Members, or for any other reason, at the absolute discretion of the Company. Prior to the expulsion of a Member, the conduct of the alleged offender may, at the absolute discretion of the Company, be investigated and, if requested by the Club or the Company, the person concerned may be required to send a written statement of the events to the President and to justify or explain his behavior. During this investigation period, the Club may suspend the Member's membership. The Company has authorized the President and the sole shareholder to exercise their power of termination or suspension under this rule.

After investigating the events, if the Company is of the opinion, in its sole discretion, that the Member is, or is suspected of being, guilty of conduct as referred to in the preceding paragraph and/or has failed to satisfactorily justify or explain such conduct or behavior, it may either expel or suspend the offender in its absolute discretion. The Member is expelled from the Club for the duration of his suspension.

Nothing in these rules or regulations shall prevent the Company from asking a Member to resign and if such request is met within 14 days, no resolution for expulsion shall be implemented.

A Member excluded from the Club loses all the privileges of membership, without being able to claim any reimbursement of the membership fee. The Company will refund the portion of the subscription fee received for the current year which reflects the unused portion of the year after termination.

For any question relating to the discipline of the Club, the decision of the Company is considered final.

Article 10 - Conduct of Members

Members must, always, comply with all local laws, regulations, rules and customary practices relating to the Club and the country concerned.

Members shall, always, treat all other Members and Members of Club staff with the utmost respect and shall not act or behave in such a way as to bring discredit to any other Member, the Club, the Company or the country concerned.

Members are required to wear clean and neat attire when at the Club, respecting the dress code indicated on the Club's Website.



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Drunkenness, foul language, violent or abusive behavior, or any other inappropriate behavior is not permitted on Club premises.

Before leaving the Club premises on each visit, all Members must pay all expenses incurred by them, whether food, drink, or anything else.

No Member shall use the name or address, or the colors, marks, photographs, trade dress, logo or other identifiers of the Club (the "Club marks") in any context (including, but not limited to) : an advertisement, marketing material, an invitation, a flyer or a letter for commercial purposes, except with the prior written consent of the President as to the specific use.

Each Member expressly acknowledges that the Club marks are the valid, sole, and exclusive property of the Club and the Company.

No Member shall use the name or address of the Club in any article of correspondence intended for publication without the prior written approval of the President.

No Member may remove (except with the express permission of the President or sole partner), damage or destroy any painting, piece of furniture or other article (including, without limitation, books, magazines, and newspapers).

In the event a Member causes damage or destruction to such property, that Member is fully responsible for making good any loss suffered by the owner(s) as a result of such damage or destruction.

Article 11 - Member Assets

Property entrusted by a Member to a Member of Club staff for safekeeping or for any other reason, or left on Club premises, is done so entirely at the Member's risk and peril, and neither the Company nor the Club, nor shall any employee of the Club or the Company (when acting within the scope of their employment) be liable for any loss or damage to such property or for any consequential loss or damage of any kind.

Article 12 - Complaints

All complaints must be made in writing to the President. A Member shall not personally reprimand a Member of Club staff or any other Member.

Article 13 - Services provided to Members

a) Artwork sales

The Club provides its Members with several services, including the sale of works, in partnership with art galleries and/or collectors.

For each sale of work made through the Club, between a Member and a third-party Seller (gallery, collector, etc.), the Club will receive a commission of 10% on the sales made. The commission will be paid directly by the third-party Seller.

The delivery of works purchased by the Member from a third-party Seller is made exclusively by the Seller. The Club does not intervene in the delivery of works purchased by the Member.

For any dispute relating to the purchase, delivery and quality of the works purchased by the Member, is the sole responsibility of the third-party Seller. In the event of a dispute, the Member undertakes to turn directly against the Seller and to release the responsibility of the Club, which acts only as an intermediary.

b) Advice on the sale and purchase of artwork

The Club will be able to support its Members through an advisory service for the purchase and sale of works of art. This support is subject to a fixed payment, payable in one or more instalments, via the Site.

Article 14 - Shows and events at the Club

On the occasion of any organized exhibition or event, exhibitors, persons accompanying them, persons invited by the Company, or the President are entitled to the privileges of membership for the occasion provided that :

- no person admitted to the Club under this rule may take part in the management of the Club or introduce guests into it
- persons admitted to the Club under this rule are subject to the same and regulations as Members
- the exhibition/event must be approved by the Company or the President



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Article 15 - Modification of T&Cs, Membership and of Procedure

The T&Cs and Membership and/or Rules of Procedure may be revoked, supplemented or modified by the Company at any time, provided that Members receive 14 days' notice before any revocation, addition or modification of the T&Cs and Membership and/or Rules of Procedure (as applicable) and each Member may terminate their membership before the changes take effect by notifying the Company and they will receive a refund of the proportion of the membership fee corresponding to the unused part of their current membership year after termination.

Article 16 - Company's responsibility

If the Company fails to comply with these rules and/or the bylaws (if any), it is liable for any loss or damage suffered by a Member that is the foreseeable result of the Company's violation of these rules and/or or by-laws (if any) or lack of reasonable care and skill, but the Company is not liable for loss or damage which is not foreseeable. Loss or damage is foreseeable if it is obvious that it shall occur or if, at the time of accepting a Member's membership, the Company and that Member knew that it could occur, for example, if the Member informed the Company during the application procedure.

Where the Company is liable to a Member under the T&Cs and Membership and/or House Rules (as applicable), except for failure to perform services with reasonable skill and care, the Company's liability is limited to the total amount of the subscription paid by this Member for the current membership year.

The Company does not in any way exclude or limit liability to Members where it would be unlawful to do so. This includes liability for death or personal injury caused by the negligence of the Company or its employees, agents or contractors, for fraud or fraudulent misrepresentation, for breach of a Member's legal rights in connection with the services provided by the Company.

The Company is not responsible for business losses. If a Member uses the Club for commercial or business purposes, the Company shall have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

Article 17 - Force majeure

The Company cannot be held responsible for its delay or failure in the performance of its Services if this delay or failure is due to the occurrence of an event beyond its control or a case of force majeure, which could not reasonably have been foreseen when the order was placed and the effects of which cannot be avoided through suitable measures.

In the event of the occurrence of such a case of force majeure, the execution of these GCS will be suspended until the disappearance, extinction, or cessation of the case of force majeure. However, if the case of force majeure persists beyond a period of thirty (30) days, the Parties must come together to discuss a possible modification of the order.

The deadlines provided for by these GCS will be automatically postponed according to the duration of the case of force majeure.

Article 18 - Dispute

a) General provisions

These General Conditions and the operations arising therefrom are governed by French law. The Parties undertake to seek an amicable solution to any dispute that may arise from the interpretation or execution of these presents. As such, the party wishing to bring into play the amicable conciliation procedure must notify the other party, by registered letter with request for acknowledgment of receipt, of its intention to bring into play the so called procedure, specifying the difficulties of application one came across or the shortcomings which were observed.

This amicable settlement procedure is a mandatory prerequisite for the introduction of legal action between the Parties. Any legal action brought in violation of this clause will be declared inadmissible. If the Parties fail to reach an amicable agreement within thirty (30) calendar days following the first notification, each of them will recover their full freedom of action.

Failing to reach an amicable resolution despite the diligence undertaken, any dispute relating to the execution, interpretation, validity, and resolution of the Conditions will be submitted to the competent courts within the jurisdiction of the Court of Appeal of company headquarters.

b) Mediation

The European Commission has set up an online dispute resolution platform, allowing the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This commission is accessible at the following address : <https://webgate.ec.europa.eu/odr/>. This procedure is free. The Member may, at his own expense, be assisted by the counsel of his choice. The Member is free to accept or refuse the use of mediation and/or any possible solution suggested by the mediator.

Article 19 - Dissolution

In the event of the dissolution of the Company, the Members have no right or claim to the property of the Company, nor are they required to participate in the performance of its obligations, nor are they entitled to any reimbursement of their membership fees annual.

Article 20 - Other important rules

The Company may transfer its rights and obligations under the contract (which includes the T&Cs, Membership and Rules of Procedure) with each Member to someone else. A Member needs the Company's consent to transfer their rights to someone else and may only transfer their rights or obligations under the T&Cs and Membership Rules and Regulations to another person if the Company agrees to do so agree in writing.

No one else has any rights under the contract (which includes the T&Cs and Membership and Rules of Procedure) between the Company and each Member. No other person has the right to enforce any of its terms.

If a court finds any part of the T&Cs and Membership and/or House Rules to be illegal, the rest will continue to be in effect. Each of the paragraphs of the Terms and Conditions of Membership and the Rules of Procedure operate separately. If a court or competent authority decides that any of them are illegal, the other paragraphs will remain in force and have full effect.

Even if the Company delays in applying the contract (which includes the GCS and Membership and the Rules of Procedure), it can always apply it later. If the Company does not immediately insist that a Member do all that he or she is required to do under the T&Cs and Membership Rules and/or the House Rules, or if the Company delays in taking action against a Member for violating these T&Cs and Membership and/or House Rules, this does not mean that the Member does not have to do these things and it will not prevent the Company from taking action against such Member at a later date.

For example, if a Member misses a payment and the Company does not pursue it, but continues to provide access to the Club, the Company may still require that Member to make the payment at a later date.

The Terms and Conditions of Membership and the Rules of Procedure are governed by French law and a Member may bring legal action in respect of the Club's services in the French courts.



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Article 21 - Internal Regulations

The Company may adopt Rules of Procedure for the regulation and management of the Club (“Rules of Procedure”) and may modify or revoke any Rules of Procedure so established at any time, but no rules shall be incompatible with the T&Cs and Membership. In the event of ambiguity or conflict between the terms of the T&Cs and Membership and the Rules of Procedure, the terms of the T&Cs and Membership will prevail.

Article 22 - Binding effect of the T&Cs and Membership and Rules of Procedure

All Members are bound by the Terms and Conditions of Membership and the Rules of Procedure.