

Terms & Conditions

GENERAL TERMS AND CONDITIONS

ARTICLE 1. SCOPE

The general conditions of sale detailed below (hereafter designated “General Conditions”) govern the contractual relations between each user of the site adm.photo (hereafter designated the “User” or “you”) and the commercial brand ADM Photo belong to the corporation ADM Photo OÜ, whose siege is located at Tööstuse 48, 10411 Tallinn, Estonia and registered under the code 14721306 (hereafter designated “ADM Photo”).

These General Conditions are the only applicable and replace all other conditions, except preceding derogation, explicit and written. ADM Photo can punctually modify certain of the dispositions of its General Conditions, also it is necessary that these be reread before each visit to the site adm.photo (hereafter designated “Site”). These modifications are opposable starting from the date of their instatement online (the date of their instatement online figuring at the end of the present conditions) and cannot be applied to contracts concluded anteriorly. Each purchase on the Site is governed by the General Conditions applicable at the date of the order. In validating your command, you accept without reserve the General Conditions after having read them. In accessing the Site, you commit yourself to respect the present conditions. It is specified that the present conditions govern the sales of the photographs, frames, books, gift certificates, and merchandise products of ADM Photo on the Site.

ARTICLE 2. UTILIZATION OF SITE

To use the Site, you must be at least of the age of 18, be juridically capable of contracting and using the Site conformingly with the present General Conditions. You guarantee the truth and exactitude of the information provided by yourself, on this Site. ADM Photo reserves itself the right to annul or to refuse the order of a client with whom there would exist a litigation relative to the payment of an anterior order.

The Site is available in the English and Russian languages. The language of the Site is in function of the language of your internet navigator. If the language of your internet navigator is not one of the languages above, the language of the Site will be English. You can modify the choice of the language on the homepage of the Site.

2.1. ESSENTIAL CHARACTERISTICS OF THE PRODUCTS

The products sold on the Site are art photographs numbered and in limited edition, and frames, books, merchandise products and ADM Photo gift certificates. The photographs are offered in one or several formats and mountings, according to the agreements made between the author or his or her representatives and ADM Photo. The photographs are accompanied by a certificate of authenticity in English.

Only one gift certificate is accepted per order. The gift certificate cannot serve for different orders: it must be used only once. Any remaining balance cannot be recovered. The gift certificates are non-exchangeable and non-reimbursable.

The prices are indicated excluding taxes and shipping fees. The currency in which the prices are indicated is euros. In the case of a delivery to a country other than one of ADM Photo’s production countries, you are the importer of the work or works concerned. For all the works expedited to destinations outside of one of ADM Photo’s production countries, the customs duties or other local taxes of importation or taxes of the state are susceptible to be demanded. These duties and sums do not result from the jurisdiction of ADM Photo. They will be at your charge and result in your entire responsibility as much in terms of declarations as in the

payments to the authorities and the competent organizations of your country. We advise you to inform yourself about this according to your local authorities. If you do not pay customs duties, the state has the right to send your purchase back to ADM Photo or the goods will be confiscated. This decision will be taken by the local customs department of each country. In the case of sending back, the transportation cost will be deducted from your payment. In the case of confiscation, ADM Photo will hold 100% of your payment. ADM Photo reserves the right to modify its prices at all moments. The works will be billed on the basis of the price list in vigor at the moment of the registration of orders, under the reserve of availability. The works rest the property of ADM Photo until the complete payment of the indicated prices.

2.2. TO EFFECT AN ORDER

To effect an order, You should at the minimum pass through the following steps:
Consultation of the information page presenting the photograph. On this screen you can choose the format and the support among those offer for this photograph. The state of stock is indicated (in stock / available in a few days / in preorder available for 1 month / out of stock). You must click on “Add to shopping cart” in order to add this article to your shopping cart.
Screen “Shopping cart”. You have the possibility to delete an article or to modify the quantities ordered.
Screens of identification or of the creation of a client account.
Screen of the choice of the mode of delivery. On this screen a link is offered to you to modify the articles of your order.
Screen of summary and choice of payment. This screen allows you to choose your mode of payment and to verify the different elements constituting your order (articles, quantity, mode of delivery, total price). You must insure that all these elements are in conformity with your order. The links on this screen give you the possibility to modify your order.
You must afterward accept the general conditions of sale and of utilization of the Site in order to pass to the payment step. The conditions are available for reading and for printing from the link “General Conditions of sale”. Their acceptance is effected in checking the box attached to the link to these conditions. The general conditions of sale and of utilization of the Site must be accepted at each order. You pay for your order by the method of payment chosen. The contract is concluded upon the confirmation of the payment by the bank. The Site sends you a confirmation of your order by email in the minutes that follow.

2.3. METHODS OF PAYMENT

Two modes of payment are offered to you to pay for your order on the Site:
credit card: Visa and Mastercard, bank transfer.

2.4. SECURITY OF PAYMENTS

For the payments by credit card, the transaction is effected by Mango Pay (if the payment is done throught Maison et Objet website) or SumUp (if the payment is done to ADM PHOTO directly). SumUp is authorized as an Electronic Money Institution by the Financial Conduct Authority (license No. 900700) in the UK and is EMV (Europay, Mastercard, and Visa) and PCI-DSS certified, ensuring that payments are processed in accordance with the highest security standards. The bank information of the User is encrypted (SSL technology, Secure Socket Layer). It does not circulate freely on the Internet and cannot be intercepted. Your bank information (number of card, expiration date....) is not communicated to ADM Photo.

2.5. PROOF

The information registered by the Site constitutes the proof of the entirety of transactions effected between the Site and its clients. The information registered by the system of payment SumUp constitutes the proof of financial transaction.

2.6. DELIVERY

2.6.1. Processing of orders

Orders effected before 11 AM (GMT+1h), from Monday to Friday, outside of holidays, are expedited the same evening (for photographs indicated “in stock”). In other cases, the orders are expedited on the evening of the following workday. The entirety of the works ordered is sent in one single order.

The works noted “available under X days” will be expedited in an average of X days. The works noted “out of print” can no longer be ordered.

2.6.2. Shipping address

ADM Photo delivers in Europe, UK and Russia. Delivery to another country: on request.

The delivery will be effected to the shipping address that you will validate at the moment of the order as being the “shipping address”, this address being able to be different from the “billing address”.

Change of shipping address after the effectuation of the order is not often possible for logical reasons. You can always contact us if you wish to change the shipping address, we will study the possibilities in function of your order.

2.6.3. Modes of delivery and transit times

The possible modes of delivery depend on the quantity, the size of the article(s) ordered and the destination country. If your order comports articles of different sizes, it is the size of the largest article that is taken into account. ADM Photo reserves for itself the right of the choice of the transporter.

The delivery date depends on the state of the stock, the date of expedition of the order and the transit time for delivery established by the mode of delivery.

The delivery of items “in stock” will be effected in the indicative transit times mentioned, and at the latest 15 days following the ordering, except in the case of a force majeure.

The respect of the transit times depends on our transporter. In consequence, no request for indemnification, whatever nature it may be, will be able to be claimed by the client.

2.6.4. Shipping fees

The shipping fees vary according to the destination and the mode of delivery as well as the number and the format of the works ordered. The details of the shipping fees are available at the following link.

Import fees outside the European Union

Items for shipment to countries outside of the European Union may be subject to taxes, customs duties and fees levied by the destination country (“Import Fees”). The recipient of the shipment is the importer of record in the destination country and is responsible for all Import Fees. With respect to each item for which Import Fees have been calculated, you authorize ADM Photo to designate a carrier to act as your agent with the relevant customs and tax authorities in the destination country, to clear your merchandise, process and remit your actual Import Fees for such item. You further agree that the Designated Carriers may disclose to ADM Photo the amount of actual Import Fees levied on the item you have purchased from ADM Photo. In the case of gifts or other purchases made on behalf of another recipient, you also agree to grant the foregoing authorizations on behalf of the recipient designated in your order. To obtain details

regarding the actual Import Fees, or to obtain documentation or receipts in connection with customs clearance, you may contact the Designated Carrier specified in your shipment confirmation.

2.6.5. Reception of the delivery

At the time of reception of your order, it is your responsibility to: — Ensure that if the packaging is damaged you refuse the package or note your reservations on the delivery slip prior to signing it. — Open the package to check the state of the photographs or frames or books or merchandise products or ADM Photo gift certificates. In the event of a problem, please contact our customer service department within 24 hours, with photographic proof of the incident. No complaint will be admissible if the delivery slip was signed without making note of your doubts or reservations. If you do not personally receive the package, ask the person in charge of receiving the package to verify it.

Order Form: When you receive your order, it is your responsibility to verify the state of the packaging as well as the item(s) and to note any reservations you may have on the delivery slip, or simply sign it in the absence of any reservations. In the event of a problem, please contact our customer service department immediately.

2.7. RIGHT OF REVOCATION

You dispose of a right of revocation for the return of a work that does not suit you. This right is not applied to gift certificates or orders made by companies. For all orders on the Site, you dispose of a period of 15 calendar days to notify us of your request for a return. For this, please contact our customer service that will indicate to you the return address, and then you will dispose of a period of 10 days to return to us your order. No “shipment for reimbursement” will be accepted for any reason. Articles returned without their original packaging or incomplete, spoiled, damaged, or dirtied by the client are not reaccepted. ADM Photo will reimburse you the price of the photographs as well as the original shipping fees (the return shipping fees resting your responsibility) in a period of 15 days following the reception of the order by ADM Photo, by credit in the bank account having served for payment, by check or by gift certificate, according to the mode of payment used at the time of the order.

2.8. RIGHT TO RETURN

In the case that the works received do not conform to the order, you dispose of a right to return. In this case, please email us adm@adm.photo. We will indicate to you the return address and the procedures of return. Print the Customer Return Authorization.

ADM Photo will effect the exchange of the damaged article, within the limitation that the stock is available. In the case that an article is no longer available, ADM Photo will offer you another article of an equivalent sum.

In the case of the exercise of the right to return, and only in this case, the shipping fees of the return and of the new shipment will be assumed by ADM Photo.

2.9. CUSTOMER SERVICE AND CLAIMS

For any information or question, you can contact our customer service by email.

We will be very happy to give all the information that you wish about our works and your order.

ARTICLE 3. FORCE MAJEURE

In application with the article 1148 of the Code Civil, ADM Photo will not be able to be responsible or considered as having committed misfeasance in the processing of your file, if any delay or inexecution result from a case of force majeure.

ARTICLE 4. PROTECTION OF PERSONAL INFORMATION

Pertaining to information technology, data files and civil liberties, to the European regulations on protection 2016/679 pertaining to the protection of natural persons with respect to the treatment of data of a personal nature and the free circulation of said data, adm.photo informs the User of its commitment to compliance with the confidentiality, integrity, and security of the data that the User communicates to us through use of the Site.

Any data of a personal nature identifying you directly (notably your surname, first name, postal address, email address, telephone number) or indirectly (notably the computer records left by your navigation on the Site) will be considered confidential data and treated as such, subject to the evolution of the legal framework as to the qualification of data of a personal nature.

4.1. TREATMENT OF DATA CONCERNING THE SERVICES

4.1.1. TREATMENT

The subscription, access and/or use of certain services involve the processing of personal data, which you hereby accept. The director for the processing of Users' personal data is contained in section 1.1 of these general terms and conditions of use.

In charge of this treatment, ADM Photo, whose head office is located at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117, is aware of the trust that you have accorded us by confiding your personal information for the use of its services. ADM Photo believes the confidentiality and security of your personal information to be of the utmost importance. ADM Photo thus agrees to respect the present confidentiality policy that you tacitly accept by using its services.

4.1.2. DECLARATION OF THE TREATMENT OF NOMINATIVE INFORMATION

The automatic treatment of nominative information was declared to the laws of the Republic of Estonia.

According to your choices when creating or modifying your account, you may receive offers from our company and our partners. If you do not wish to, you may modify these choices in your customer account on the Site or by writing to us at the address below.

You have a right of access, modification, rectification, and deletion of your personal data. You may exercise this right by writing to us at the following address: Tööstuse 48, 10411, Tallinn, Estonia.

4.1.3. NATURE AND PURPOSE OF THE PERSONAL DATA

By using our portal or our services, the User communicates to ADM Photo information or data, some of which are of a nature to directly or indirectly identify the User.

The data collected comes from the voluntary supply of their information by Users wishing to access or use a Service requiring such processing, from the digital traces left by their navigation on the Site, or from the transmission by one of the partners to the other partner of the data thus collected.

This data may be used for the purposes of managing operations performed on the Site and commercial actions by adm.photo.

This data is also used:

- for the creation and management of Users' accounts;
- for the provision of ADM Photo services;
- For follow-up with Users;
- to communicate requests for information emitted by the User to the freight carriers.

The User's personal data collected by ADM Photo may be their:

- first and last names;

- email address;
- telephone number;
- postal address;
- Internet Protocol (IP) address;
- username and password;
- a copy of the exchanges between ADM Photo and the User;
- information relative to the User's navigation and activity;
- information relative to the User's geolocation.

MONITORING TOOLS AND APPLICATIONS

- Facebook Analytics (Facebook Ireland Limited, 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland): a tool for traffic analysis and actions undertaken on the Site;
- Google Analytics (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA): monitoring and quantitative and qualitative analysis of traffic.

You accept that these be used and/or communicated according to the terms and conditions herein specified.

If you contact us by telephone, the conversations may be heard and recorded for the purposes of security and training. These recordings will be conserved for a 6-month period.

TARGETED ADVERTISING, EMAILS AND SMS

With your consent, when required, ADM Photo may use the data that you provide for the purposes of commercial prospection (for instance, to address newsletters to you, send you invitations to our events, or any other communication likely to be of interest to you, and present targeted advertising on social networks or third-party websites).

Concerning promotional emails or newsletters: you may withdraw your consent to receive these at any time by clicking on the Unsubscribe link provided in each of our mailings or by contacting us as per the terms and conditions provided in section 4.3 below.

As for targeted advertising: on social networks (for instance Facebook, LinkedIn) you may oppose this processing at any time by configuring the parameters relative to the advertising of your account.

On third-party websites: you may refer to section 4.4 below to understand how to withdraw your consent.

4.1.4. LEGAL BASIS OF THE PROCESSING

The User has accepted s/he is informed that the various data processing operations are required for the performance and fulfilment of the contractual obligations arising from the services offered by the company.

4.1.5. DURATION OF THE CONSERVATION OF DATA

Personal data is deleted or archived five years after your last use of our portal or our services. This data may also be conserved for an additional 10-year period in the archival database, with restricted access, in order to respect the legal and statutory obligations incumbent on ADM Photo.

4.1.6. RECIPIENTS OF THE DATA

ADM Photo is also likely to share information pertaining to you, notably personal data, with ADM Photo's freight carrier partners within the framework herein provided.

ADM Photo only shares your data with the third parties mentioned in the present section in the following cases:

— when we call on a service provider within the framework of the performance of any agreement signed between you and us or in order to provide or improve our services;

— when ADM Photo has the legal obligation to do so or if ADM Photo believes in good faith that it is necessary to respond to any claim made against it, comply with any legal request, or in order to guarantee the rights, assets, and security of ADM Photo, its members and, broadly, any third party.

In the event that ADM Photo sells or acquires a company or its assets, in which case it reserves the right to share your personal data with the potential vendor or purchaser of said company or assets.

Pursuant to the applicable legislation and with your consent as required, ADM Photo may aggregate personal data that ADM Photo has received, notably all or part of your personal data and the information collected via cookies. This aggregate data shall only be used for the outcomes described above.

4.2. TRANSFER OF DATA

As a general rule, ADM Photo conserves personal data within the European Union.

Nevertheless, insofar as, for instance, some of our service providers are located in countries outside of the European Union (“Third Countries”), ADM Photo transfers certain personal data to Third Countries. They may notably be transferred to Third Countries for which the European Commission has not ruled on “adequate protection”. In this event, ADM Photo shall ensure that this transfer is performed in compliance with the relevant regulations and guarantees a sufficient level of protection for the private life and fundamental rights of the persons concerned (notably via the standard contractual clauses of the European Commission).

4.3. USER’S RIGHTS

You enjoy:

- a right of access: the right to receive a copy of your personal data held by us;
- a right of erasure or right of deletion: the right to erase your personal data held by ADM Photo (except when the law imposes the preservation of said data or when ADM Photo has legitimate grounds to do so);
- a right of rectification: the right to modify personal data held by ADM Photo that concern you that are erroneous or obsolete;
- a right of opposition: at any time, you may oppose, for reasons due to your particular situation, the processing of your personal data for the purposes of direct marketing, except where legitimate and compelling grounds apply for the processing that prevail over the interests, rights, and freedoms of the person concerned, or for the observation, exercise, or defense of rights before the courts;
- a right of limitation: you have the right to limit the processing of your personal data in the following cases:
 - if you exercise your right of rectification, the limitation of processing may be requested any time within the period allowing ADM Photo to verify their accuracy;
 - if you exercise your right of opposition, during the verification period concerning the aspect of knowing whether the legitimate grounds that ADM Photo is pursuing prevail over yours;
 - should illegal processing of your personal data be undertaken, you may require a limitation of their use rather than deletion;
 - for personal data for the purposes of processing having to be deleted, but that are still required for the observation, exercise, or defense of rights before the courts;
- a right of transfer: you have the right to receive the personal data that you provided to ADM Photo or that were generated by your activity or that were observed. These must be

communicated in a structured format, routinely used and readable by the device. This right also includes the right to transfer said data to another data manager. Finally, you have the right to define directives relative to the fate of your personal data after your death.

The User may exercise these rights by contacting ADM Photo at this address: adm@adm.photo by attaching proof of identity and by mentioning their first names, surname, and email address. In the event of a dispute between ADM Photo and the User concerning data processing, the User may address their complaint to ADM Photo.

If no satisfying solution for the User is found by the company or if the dispute persists, the User shall have the possibility of presenting a complaint to the supervisory authority of the European Union Member State where the User habitually resides.

CONTACT

For any questions pertaining to this confidentiality policy or for any request relative to your personal data, you may contact us by writing to the following address: ADM Photo OÜ, Tööstuse 48, 10411, Tallinn, Estonia.

4.4. TECHNICAL DATA PROCESSING — COOKIES

ADM Photo also performs automatic recording of certain technical data.

During consultation of the Site, the technical data likely to be recorded through the access or Use of the Site are the User's Internet protocol (IP) address and the information relative to the User's configuration (type of machine, browser, etc.) and navigation (date, time, pages consulted, any error notices, etc.).

The latter set of data may be stored, via your browsing software, in short textual files (cookies), subject to your choices, in a dedicated space on the disk. adm.photo and/or its partners process this technical data in a completely anonymous manner, connecting them to no information allowing the User to be identified, and it does not and/or they do not transfer them to third parties.

Each cookie is attributed an anonymous identifier. The cookie file enables its emitter to identify the device in which it is recorded during the period of validity or recording of the cookie in question.

Cookies, depending on their category, are used for the following outcomes.

An initial category of cookies involves those that are strictly necessary in order to use the Site. They are indispensable for navigating on the Site and enjoying all of its functions (compatibility with the User's operating system, display, etc.). They allow certain functions of the Site to be adapted and presented to your browser and hardware. They are essentially technical cookies that do not identify you as an individual.

Another category of cookies concerns those that enable the measurement of performance. These cookies allow statistics on usage and traffic volumes of the various services of the Site to be established. They aim to enable adm.photo to improve Users' comfort. These cookies do not identify you as an individual.

These two categories of cookies are only used for the purposes of establishing statistics of use, prevention of errors, prevention of violations and piracy of the Site, or improvement of the Site's conditions of use or access.

A third category of cookies concerns functionality. They will help to simplify your navigation. They allow some of your choices to be recorded (language, username, country, information pertaining to a previously entered form, etc.).

Some audience measurement cookies will allow ADM Photo to measure the visits of certain spaces dedicated to their partners and analyze these visits, notably:

— Google Analytics (Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA): in order to analyze the traffic and actions performed on the Site; — Facebook (Facebook Ireland Limited, 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland): in order to analyze traffic and actions performed on the Site; — Google Adwords (Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA): in order to analyze the traffic and actions performed on the Site; — Vimeo (Vimeo, Inc., 555 West 18th Street, New York, New York 10011, USA): a tool for monitoring and analysis of the videos proposed on the Site.

— One last category of cookies is derived from social networks: these cookies, emanating from third parties, enable the User to share the content of the Site with other people. This is the case for instance with the application buttons “Share” or “Like” from social networks such as Facebook, Twitter, or LinkedIn).

We draw your attention to the identification that such a button enables. The social network that provides this kind of application button is likely to identify you through this button, even if you have not clicked on it during your consultation of the Site. Some cookies effectively allow the social network in question to follow your navigation on the Site, as soon as your account with this social network is activated on your device during your navigation on the Site.

Adm.photo has no control over the process used by the social networks to collect information pertaining to your navigation on the Site.

We therefore advise you to disconnect from these social networks prior to browsing on the Site or its applications, if you do not want the social networks to collect your personal information while you are browsing the Site. Adm.photo also invites you to consult the personal data protection policies of these social networks. They will enable you to exercise certain confidentiality choices via these social networks, notably through the settings of your User accounts for each of these networks.

Finally, one last category of cookies concerns advertising. These are targeted advertising cookies.

These cookies allow targeted advertising content to be presented to the User in relation to his or her interests. These cookies are applied by adm.photo’s partners.

Adm.photo does not manage its partners’ cookies and has strictly no control over these cookies.

Warning: Adm.photo may present advertising on the Site or links to other third-party sites that may collect your personal data when you click on the links in question. These Terms and Conditions do not concern the visit to third-party websites, adm.photo cannot be held responsible for their policy regarding personal data and its use.

Notwithstanding the above, adm.photo and/or its partners may nevertheless be obliged to use this information in cooperation with the User’s Internet access provider to identify the User for the purposes of satisfying all or part of these general terms and conditions or additional contractual conditions or at the request of the relevant legal or administrative authorities.

HOW DO YOU EXERCISE YOUR RIGHTS?

We inform you that, at any time, you may set your browser to modify your choices with respect to cookies. Web browser settings are an efficient and free way of determining, in advance, how you handle cookies. You may decide:

— to accept the recording of all cookies integrated within the pages and content that you are consulting. Note that, firstly, only the emitters from these cookies will be legible. Secondly, this procedure is not definitive, and it will still be possible a posteriori to erase these cookies; — to refuse the recording of cookies on your device. In this case, your visit of the Site will no longer be counted in the tools for measuring site visits, but you may no longer enjoy the same comfort of navigation since certain functions require the use of cookies. Consequently, adm.photo declines all liability for any problems connected to possible malfunctions of our services resulting from the impossibility of consulting the necessary cookies;

— to be invited by our browser to give your consent or refusal prior to the installation of a new cookie on your device.

The period of validity of the consent to the deposit of cookies is 13 months. Upon expiry of this period, the User's consent is requested again.

The setting regarding the management of cookies depends on your browser (<https://www.youronlinechoices.com/ee/your-ad-choices> and <http://www.allaboutcookies.org/ee>).

For your information, you may oppose the recording of cookies by configuring your browser in the following way:

For Internet Explorer:

Go to Tools > Internet Options.

Click on the Confidentiality tab.

Click on the Advanced button, tick the box "Ignore the automatic management of cookies".

For further information: <https://support.microsoft.com/en-gb/hub/4338813/windows-help>

For Firefox:

At the top of the Firefox window, click on the Firefox button (menu Tools in Windows XP), then select Options.

Select the panel Privacy.

Set the Conservation Rules: to use personalized settings for your history.

Untick the box Accept Cookies.

For further information: <https://support.mozilla.org/et/kb/enhanced-tracking-protection-firefox-desktop>

For Chrome:

Click on the icon representing a spanner that is located in the browser's toolbar.

Click on Show Advanced Settings.

In the Confidentiality section, click on the Content Settings button.

In the Cookies section, you can choose to block the cookies and data from third-party websites.

For further information: <https://support.google.com/chrome/answer/95647?hl=et&hlrm=en>

For Safari:

Go to Settings > Preferences

Click on the Confidentiality tab.

In the zone Block Cookies, tick the box Always.

For further information: <https://support.apple.com/en-euro/HT201265>

For Opéra:

Go to Settings > Preferences

Click on the Advanced tab.

In the Cookies zone, tick the box Never Accept Cookies.

For further information: <https://help.opera.com/en/latest/web-preferences/#cookies>

ARTICLE 5. RESPONSIBILITIES AND GUARANTEES

In consequence, the company ADM Photo declines all responsibility for all interruption of the Site, all incidence of bugs, all inexactitude or omission concerning the information available on the Site, all damages resulting from a fraudulent intrusion of a third party having brought about a modification of the information put at disposition on the Site.

This Site can contain links to other sites. The company ADM Photo cannot be held responsible for the problems of access or for the contents of these sites.

ADM Photo will not be responsible for damages resulting from the utilization or of the impossibility of the utilization of the Site. ADM Photo will not be in any case responsible for dysfunction imputable to software programs, which may or may not be incorporated into the Site or provided with it.

ADM Photo commits itself to respect all the legal guarantees over which You could prevail. The works presented on our Site being in conformity with the prescriptions of Estonian law, we will not be held responsible for the violation of legislation proper to the country of delivery. In consequence, we invite you to consult the law in vigor in the country of delivery.

ARTICLE 6. INTELLECTUAL PROPERTY

6.1. RIGHTS CONCERNING THE WORK

Anna Dobrovolskaya-Mints, because of having taken the initiative of his creation, remains the bearer of the rights of author of his or her work, as defined by Estonian law. The rights of representation and of reproduction of the works presented on the site adm.photo belong to their authors and to ADM Photo. Their conjoint authorization is necessary for all exploitation of these rights. Your rights to the purchased work are therefore limited to a right to private use, excluding any right of representation and of reproduction.

6.2. INTELLECTUAL PROPERTY RIGHT

All the elements present on the Site and the Site in itself are protected by the right of the author, right of trademarks, of designs, and models and/or all other intellectual property rights. By item, which we understand to be non-exhaustive: the photographs, images, designs, illustrations, texts, videos, logos, screen savers, backgrounds, trademarks, models, software programs, etc. These articles belong to the company ADM Photo or are utilized with the permission of their owners. Therefore, all reproduction, representation, utilization, adaptation, modification, incorporation, translation, commercialization, partial or integral by whatever procedure or on whatever medium that may be (paper, digital, etc.) are forbidden, without the advanced written authorization of ADM Photo, besides the exceptions endorsed in laws of the Republic of Estonia, under the pain of constituting a breach in the copyrights of the author and/or of designs and models and/or of trademark, punished by two years of imprisonment and a €152,449,02 fine.

ARTICLE 7. JURISDICTION

The present conditions are governed by Estonian law. They are available in the language of the consultation of the Site, cf art. II. In the hypothesis that litigation would be born out of the present contractual relation, the User and ADM Photo commit before any judiciary action to search an amiable solution. In the case of litigation, only Estonian tribunals will be competent.