

## GENERAL TERMS AND CONDITIONS

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### GENERAL TERMS

The present General Terms and Conditions (hereinafter referred to as the "Terms") are concluded between:

- **ARTRADE.APP**, a simplified joint-stock company with a capital of €109,906.96, headquartered at 39 Rue de la Gare de Reuilly, 75012 Paris, registered with the Paris Trade and Companies Register under number 902 799 212 (VAT number: FR23902799212, SIRET: 90279921200011), contact email: support@artrade.app (hereinafter referred to as "ARTRADE" or the "Company"), duly represented for the purposes hereof by its legal representative,

AND

- Any natural or legal person (hereinafter referred to as the "User"), acting as either a professional or a consumer, who (i) visits or uses the ARTRADE platform (the "Platform") and (ii) uses the Services offered therein.

For more information about the Company, the User is invited to consult the legal notices available in the footer of the Platform.

ARTRADE and the User are hereinafter individually referred to as a "Party" and collectively as the "Parties."

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## 1. Definitions

Unless otherwise defined in these Terms, capitalized terms have the meanings set forth below, whether used in the singular or plural.

- **Buyer:** A customer who purchases either a Work and its NFT or an Object and its NFT on the Platform.
- **Crypto-assets:** As defined by the Markets in Crypto-Assets Regulation ("MiCA"), digital representations of value or rights that can be transferred and stored electronically using distributed ledger technology.
  - Crypto-assets may include utility tokens linked to specific business projects (e.g., ATR Tokens), defined under MiCA as "a type of crypto-asset intended solely to provide access to a good or service supplied by its issuer."
  - Works, NFTs, or Objects sold on the Platform may be purchased using crypto-assets such as ATR Tokens.
- **Blockchain:** The technology enabling the representation, transmission, and recording of crypto-assets and transactions. Key characteristics include:
  - Parties identified via cryptographic processes;
  - Transactions distributed across multiple nodes;
  - Security ensured through consensus mechanisms (e.g., Proof of Authority, Proof of History);
  - Transactions stored in encrypted, immutable data blocks.
- **Custody:** A service provided by third-party providers to store crypto-assets and NFTs in a Wallet, along with their associated security keys. ARTRADE has no control over these third-party services (e.g., Phantom, <https://phantom.app/>).
- **ARTRADE Content:** Content available on the Platform that is created and published by the Company.
- **User Content:** Content hosted by the Company on the Platform but created by Users.
- **Creator:** A User who mints an NFT on the Platform.
- **Personal Space:** The User's account on the Platform, accessible with login credentials.
- **FAQ:** Sections written by the Company explaining Platform functionalities and services.
- **Fees:** Any charges payable by the User to ARTRADE for a Service or transaction.

- **Identifiers:** The login credentials (username and password) allowing access to the User's Personal Space and Wallet.
- **ATR Tokens:** A crypto-asset issued by ARTRADE.
- **Fiat Currency:** An official national currency issued by a central bank or monetary authority.
  - ARTRADE does not offer direct fiat-to-crypto exchanges. Users may purchase Works or Objects in fiat or crypto-assets via third-party providers independent of ARTRADE.
- **NFTs:** Non-Fungible Tokens, unique crypto-assets that act as digital certificates of ownership for artworks or objects, ensuring authenticity and ownership verification.
- **Work:** A physical artwork represented by an NFT on the Platform and sold by a Seller.
- **Transaction:** Any action performed by the User via their Personal Space.
- **Objects (or Products):** Items sold on the Platform.
- **Platform:** The Company's website accessible at <https://artrade.app> (the "Site").
- **Wallet (or Receiving Wallet):** A third-party digital application where Users store their crypto-assets. ARTRADE has no visibility or control over Wallets. Users must connect their Wallet(s) when creating their Personal Space.
- **Price:** The value of a Work or Object, expressed in crypto-assets and fiat currency (EUR/ATR conversion rate) as set by the Seller.
- **Royalties:** The Creator's commission on each subsequent transaction of their NFT and Work after the initial sale, ranging from 0% to 10% of the total Price.
- **Services:** The full range of services offered by ARTRADE via the Platform, as defined in the "Description of Services" section.
- **Smart Contracts:** Self-executing contracts embedded in blockchain technology.
- **Seller:** Either ARTRADE selling Objects on the Platform or a User selling an NFT and Work.

## 2. Purpose

ARTRADE has developed the Platform to present the Services it offers, including the purchase of Objects and/or Works and their associated NFTs. The Platform also allows Creators to create NFTs representing their Works.

Additionally, the Platform provides Users with information about ARTRADE's activities, news (events, publications, etc.), and tutorials to guide them in using the Platform. It also offers features and/or information enabling Users to contact ARTRADE.

These Terms and Conditions ("CG") define the conditions of access to the Platform, its use, the content available on it, and its features. They also regulate the provision of Services to Users in exchange for compliance with the obligations and guarantees outlined herein.

It is specified that these CG are the only contractual documents enforceable against ARTRADE, excluding any other document (such as brochures, summary information documents, video materials, Service presentations, NFT or Object descriptions, etc.), which are provided for informational purposes only and have no contractual value. Any other service, sales, or purchase conditions of the User cannot, under any circumstances, be enforceable against ARTRADE.

## 3. Acceptance and Enforceability of the CG

Any User accessing the Platform must read these CG, which are accessible and downloadable via the "<https://artrade.app/legal/artrade-cgu-fr.pdf>" link available on all Platform pages, and must comply with their terms.

The CG and their content can also be provided by the Company via email or paper mail upon request at [support@artrade.app](mailto:support@artrade.app).

Users formally accept the CG upon creating their Personal Space. Additionally, they receive a copy via email at the address provided during the creation of their Personal Space, if applicable.

ARTRADE reserves the right to modify or update these CG at any time without prior notice. The latest version published online supersedes any previous version, whether printed, digitally saved, or stored by the User. Users are therefore encouraged to regularly review these CG. The applicable CG version is the one available online at the time of the User's visit and use of the Platform.

In any case, Users with a Personal Space will be informed of the new CG's effective date via email at the address provided during their account creation or, failing that, through a message on the Platform's internal messaging system. They will be invited to review the new terms. Conducting Transactions, logging into the Personal Space, using the Platform, or accessing the Services (even for simple consultation) constitutes acceptance of the applicable CG.

For each Transaction or Service used, the CG in effect on the date of that Transaction or Service usage shall apply. Users are advised to save the applicable CG on the day they use each Service or complete each Transaction, regardless of ARTRADE's archiving policies.

Users who do not wish to accept the new CG may terminate them and delete their Personal Space under the conditions outlined herein.

Users declare and acknowledge that they are of legal age (i.e., at least 18 years old) and have full legal capacity to commit to these CG.

These CG are concluded for an indefinite period.

Users acknowledge that they have familiarized themselves with the nature, purpose, and characteristics of the Platform and Services, as well as the prerequisites for their use, particularly regarding the creation of a Personal Space. Users confirm that they have sought and obtained all desired information regarding the quantitative and qualitative aspects of the Services, enabling them to assess their suitability for their needs and to enter into these CG with full knowledge. Users bear sole responsibility for choosing to use the Platform and Services and for conducting Transactions, and ARTRADE cannot be held liable in this regard.

## **4. Description of Services**

### **4.1 Services Accessible Without Creating a Personal Space**

The homepage (<https://artrade.app>) and certain Platform pages are accessible to all internet users. These pages provide information about ARTRADE's activities, news (events, publications, etc.), and tutorials to help Users navigate the Platform and Services. Users can also browse NFTs and Works available for sale on the Platform. The Platform further provides features and/or contact information for reaching ARTRADE.

However, certain Platform pages and Services are only accessible to Users who have created a Personal Space.

The Company also manages pages on social media platforms (such as Facebook, Instagram, Twitter, YouTube, Pinterest, LinkedIn, etc.), where it shares content and interacts with Users.

## **4.2 Services Accessible Upon Creating a Personal Space**

To access and use certain Services described below, Users must first create a Personal Space, as outlined in the "Creating a Personal Space" section of these CG.

### **4.2.1 Accessing and Using a Personal Space**

Once Users have created their Personal Space in accordance with the "Creating a Personal Space" section, they gain access to it on the Platform.

The Personal Space enables Users to:

- Update certain personal information;
- Use Services that require a Personal Space;
- Securely access their personal homepage.

The User may benefit from the Services offered by ARTRADE via the Website on their computer or via the Mobile Application.

### **4.2.2 Access to and Use of the Platform**

The Platform allows the User to purchase and transfer Works and NFTs, and to create NFTs representing said Works.

Upon opening their Personal Space, a dedicated page is created on the Platform displaying certain information about the User, including the NFTs created by the User, their collections, the NFTs held, their Wallet address, etc. The User also has the option to display a short biography and links to their social media.

### **4.2.3 Performing Transactions**

#### **4.2.3.1 Connecting the User's Wallet**

To create a Personal Space, the User must connect their Wallet. Connecting to this Wallet allows you to display the NFTs held in the Wallet on the Platform and to conduct transactions in cryptocurrencies, particularly ATR Tokens.

The Solana Blockchain is used for the deployment of Smart Contracts as well as for Transactions carried out by Users through the Platform. The User is therefore required to connect a Wallet supported by the Platform and compatible with the Solana Blockchain.

The Wallet connected to the User's Personal Space is the one sending or receiving cryptocurrencies in the event of a purchase or sale. The User will receive the purchased NFTs at this address after validation of the relevant Transaction.

The Wallet is provided by an external service provider and over which ARTRADE has no control or visibility. The User has full control of their Wallet, for which they can access the private key and move cryptocurrencies and NFTs using their Login Details.

The Company reserves the right to select and modify the Wallets supported by the Platform. Users may, among other things, use the Phantom Wallets (see the general terms and conditions via the following link: <https://phantom.app/terms>) or the Solflare Wallet (see the general terms and conditions via the following link: <https://www.solflare.com/>).

Use of the Wallet is the sole responsibility of the User, particularly with regard to the transfer and the information provided.

#### 4.2.3.2 Purchase of an Item and its NFT

Upon opening their Personal Space, Users have the option to purchase the Items available on the Platform and offered for sale by ARTRADE, delivered with their NFT.

The photographs, texts, graphics, and technical data sheets mentioned for each Item are taken from the documentation prepared by the manufacturers from whom the Items are acquired directly or through their network of distributors, wholesalers, or resellers, and are reproduced under their control and with their consent.

In the event of contradictions between the text describing the item and the Item sheet, the information on the manufacturer's product sheet shall prevail.

We inform you that the Items we offer comply with the legislation and standards applicable in France.

In this context, if you wish to make a purchase for export purposes, it is your responsibility to verify the specifics of the applicable legislation, and in particular the import and use possibilities of the Items in the country concerned. We cannot be held liable for non-compliance with the legislation of the country where the Item is delivered.

Similarly, it is your responsibility to inform yourself about the entry requirements for the Item in the country where the order was placed, and to make any necessary declarations to the local authorities for the Item's entry into the country. Therefore, any customs duties, local taxes, import duties, state taxes, royalties or fees due for intellectual property rights, or any payment relating to the Item's entry into the country are your responsibility.

Regarding Items stored in our warehouses, our Item offers are valid only if they are visible on the Website, within the limits of our available inventory. However, we may experience a stock shortage, even for Items marked as in stock on our Platform or posted online. In this event, we undertake to notify you and provide you with an estimated delivery time.

#### 4.2.3.3 Purchasing a Work and its NFT

Upon opening their Personal Space, the User, as a Buyer, has the opportunity to discover the Works and associated NFTs available for sale on the Platform.

Similarly, the User, as a Creator and/or Seller, has the opportunity to list the Works and associated NFTs for sale. During a Purchase Transaction, the Buyer acquires the Work and the NFT it represents.

Purchase or sale Transactions can be completed by means of payment according to the options offered on the Platform.

For listings on the Platform, the Seller freely determines the Price as well as the Cryptoasset that can be used to pay the Price. The choice of Cryptoassets accepted is limited to those offered on the Platform.

If a Buyer decides to pay the agreed Price, then the Transaction is completed. ARTRADE receives 5% of the Price of each Transaction as a Fee.

Transactions are carried out on the Solana Blockchain and are materialized by the transfer of the NFT to the Buyer's Wallet and the payment of the Sale Price to the Seller's Wallet, less the fees detailed in Article 7 hereof.

ARTRADE is not responsible for any potential errors or inaccuracies in setting the Price of an NFT or a Work, or for unintentional listings made by a User on the Platform.

Any Transaction carried out and validated by the Buyer, under the conditions and according to the terms described in these General Terms and Conditions, on the Platform constitutes the formation of a contract concluded remotely between the Buyer and the Seller.

Thus, when Users carry out Transactions on the Platform, these Transactions are carried out directly between Users, with ARTRADE not being a party to the Transaction.

The Buyer will also bear all applicable fees for the transfer of NFTs (gas fees). Therefore, the Buyer must have sufficient Cryptocurrencies in their Wallet to pay the applicable fees.

Users are prohibited from initiating or attempting to sell NFTs that they do not hold in their Wallet.

Users are also prohibited from initiating or attempting to purchase NFTs whose total Price exceeds the balance of Cryptocurrencies available in their Wallet.

The Buyer is required to refer to the description of each NFT and Work to understand its essential properties and characteristics. The Buyer is required to read all the information presented before purchasing an NFT or Work; the decision to carry out a Transaction is their sole responsibility.

ARTRADE cannot be held responsible for the transfer time of Cryptoassets or NFTs, nor for the receipt of said Cryptoassets or NFTs.

The NFTs available on the Platform are offered for sale worldwide. In the event of a sale outside of France, local taxes or fees may be due and will be the sole responsibility of the Buyer.

#### 4.2.3.4 Terms and Conditions for Purchasing Works and Objects

The User has two distinct options for purchasing the Objects and/or Works offered on the Platform:

##### - Immediate Purchase

The User may purchase the Object and/or Work at the displayed price, as soon as it is posted online, subject to availability, in accordance with the "first come, first served" principle. The sale is deemed complete upon validation of the transaction by the User and confirmation by the Platform.

##### - Participation via deposit of ATR tokens in a digital vault:

When the Item and/or Work is posted online, the User may deposit a specified amount of ATR tokens in a Vault. If multiple Buyers have made such a deposit for the same Item and/or Work, the allocation will be random. The automatically and randomly designated User will be deemed the purchaser of the Item and/or Work, and the ATR tokens of the unsuccessful Users will be automatically returned to the other Users.

#### 4.2.3.5 Creation of an NFT



Users have the option to create NFTs on the Platform. These NFTs represent a Work. The User must apply to ARTRADE on the Platform via the "Apply as an artist" tab to be accepted as an "artist" on the Platform. Only Users accepted by ARTRADE will be able to create NFTs on the Platform and sell their Works.

ARTRADE reserves the right to accept or reject Creators at its discretion.

Once a User has been accepted by ARTRADE, they can create an NFT on the Platform.

Thus, to create an NFT, the Creator is required to provide certain information regarding the Work and the associated NFT, allowing Buyers to understand its main characteristics, including:

- The visuals that will be reproduced in the NFT;
- The artist's name and profile;
- The name of the Work;
- The type of Work (e.g., painting);
- The type of materials used;
- The dimensions of the Work;
- Intellectual property rights;
- The Work's provenance;
- The creation date;
- Royalties.

The metadata for each NFT can be viewed by accessing the URL indicated by a hyperlink ("View metadata") on the description page. The NFT metadata is generated by the User.

Platform Users can view the history of an NFT and view previous Transactions on that NFT.

The Creator is solely responsible for the information they provide about the Work and the NFT. The Seller guarantees that the information provided about the Work and the NFT is accurate, complete, and truthful. Thus, Sellers undertake to provide, in good faith, precise and accurate descriptions of the NFTs and Works offered for sale through the Platform that are not likely to mislead Buyers.

The photographs and graphics presented on the Platform are not contractually binding and the Company cannot be held liable for them.

The descriptive information is presented in English, but the Buyer can obtain a translation through their browser.

Since ARTRADE has no control over the information provided by the Creator and the characteristics of the NFT and Work sold, the Company is in no way responsible for the said technical characteristics, flaws, defects, or presentation of the NFT and/or Work.

#### 4.2.3.6 NFT Characteristics

Each NFT sold on the Platform represents a Work or Object. When a User acquires an NFT on the Platform, the User acquires the NFT as well as the Work. The NFT represents the ownership right to the associated Work. Thus, in the event of resale of the NFT, ownership of the Work is also transferred.

By acquiring an NFT, you become the definitive owner of the underlying NFT in accordance with these Terms and Conditions. Unless explicitly stated otherwise, you have the right to freely dispose of your NFT (by sale, donation, transfer, etc., exclusively on the Marketplace).

In addition, in the event of resale of an NFT, the Buyer is required to pay fees to the Creator of the Work for each transaction. The amount of Royalties is detailed on the Platform in the pages dedicated to the NFT and defined in the Smart Contract for minting the NFT on the associated Blockchain. This implies

generally the automatic transfer of fees from the Buyer's Wallet directly to the artist's Wallet.

#### 4.2.3.7 Delivery of the Work

During a Purchase Transaction, the Buyer acquires the Work. As such, the Buyer must take possession of the Work and has two options.

The User may choose to collect the Work directly from the Seller. Thus, the Platform allows the Buyer and Seller to communicate via an integrated messaging system on the Platform in order to agree on the conditions of such collection. ARTRADE is not involved in this process. The Company acts solely as an intermediary, connecting the Buyer and Seller to enable the Buyer to take possession of the Work.

Furthermore, the Buyer may choose to have the Work delivered directly to the address of their choice. This service may be provided by an independent carrier to whom Users are redirected on the Platform. The Buyer is required to pay any potential delivery costs in order to proceed with delivery. The Buyer is responsible for the information they provide to the external service provider responsible for delivery, as ARTRADE has no control or authority over such delivery.

The Buyer therefore acknowledges that it is the carrier's responsibility to effect delivery and has no warranty claim against the Seller or the Company in the event of non-delivery of the transported goods.

In any event, the Seller undertakes to deliver the Work as quickly as possible.

Once the Work is in their possession, the Buyer must confirm receipt and conformity of the Work in their Personal Space.

The Buyer is therefore required to check the condition of the delivered Work. However, the Buyer has a period of ten (10) days from delivery to submit any reservations or complaints by email regarding non-compliance, defects, or apparent defects in the delivered Work.

After this period, and in the absence of compliance with these formalities, the Work is deemed compliant and free from any apparent defects, and the Buyer's funds are transferred to the Seller.

ARTRADE is not responsible for the proper execution of delivery by a third-party service provider or the delivery of the Work by the Seller to the Buyer.

Users are also informed and acknowledge that delivery restrictions apply. It is the User's responsibility to verify and ensure that their jurisdiction is eligible for delivery. Users are required to review this list to ensure compliance and feasibility of shipping and delivery.

ARTRADE is not responsible for the inability to deliver the Work in accordance with these Terms and Conditions. It is the User's sole responsibility to ensure that they can receive the Work in accordance with these Terms and Conditions and any restrictions imposed by the third-party delivery service provider.

WITH REGARDS THE SALE AND DELIVERY OF THE WORKS, RESPONSIBILITY FOR THEIR QUALITY, CONFORMITY, AND DELIVERY RESTS SOLELY WITH THE SELLER AND, IF APPLICABLE, WITH THE CARRIER, BUT UNDER NO CIRCUMSTANCES WITH ARTRADE.

#### 4.2.3.8 Purchase of ATR Tokens

The Platform allows Users to be directed to external platforms to acquire ATR Tokens in exchange for other Cryptoassets.

The Platform only allows Users to access these external platforms and is not involved in the exchange process. ARTRADE is not responsible for the execution of exchange transactions with these third-party providers.

The User is encouraged to read the terms and conditions of these external trading platforms before executing any transaction.

#### 4.3 New Services

ARTRADE may expand its range of Services by including new services on the Platform, whether these services are accessible to all Users or only through the User's Personal Space. These new services are deemed to be an integral part of the Services as defined in the "Definitions" section of these Terms and Conditions and will be governed by these Terms and Conditions. Unless otherwise indicated, new Services may be used by the User from the time they become effectively available on the Platform, subject, where necessary, to the prior creation by the User of a Personal Space.

#### 4.4 Development of Services

ARTRADE may, at any time and without notice, develop, improve, or adapt the Platform and Services, and more generally the services or benefits offered, for example, with a view to improving the features offered on the Platform or within the Services. This may include the deployment of updates, new versions, new services or benefits, or the deletion of existing Services. In the event of the permanent deletion of an existing Service, ARTRADE will make every effort to notify Users of this development with reasonable notice and provide them with alternative solutions (e.g., alternative operations, transfers to a third-party service, etc.). In the event of permanent termination of all Services, ARTRADE will terminate this Agreement under the terms and conditions set forth in the "Termination - Termination" section.

Furthermore, ARTRADE may supplement or modify, at any time and without notice, the Platform, its content, and the Services available therein, in particular based on technological developments. The User must, where applicable, ensure that their IT resources are adapted to changes in the Platform and Services.

#### 4.5 Assistance

ARTRADE provides technical support to the User to provide information or assistance regarding the technical aspects and functionalities of the Platform and Services.

The User retains sole control over their choices, including the choice to use the Services. Technical support does not address requests regarding the appropriateness of using the Services and cannot provide legal, tax, financial, or strategic advice of any kind. This support is accessible by email at: [support@artrade.app](mailto:support@artrade.app). ARTRADE will make its best efforts to respond to the User's request as quickly as possible and appropriately. However, ARTRADE makes no commitment to any response time or relevance.

or the completeness of the response, nor on whether the response provided will effectively resolve the User's request or provide a solution.

Furthermore, ARTRADE does not provide any advice regarding the use of the Services or, more broadly, the execution of Transactions. No information provided by ARTRADE should be construed as investment advice, legal, tax, financial, strategic, business advice, or any other type of advice.

Unless otherwise stated in these Terms and Conditions, Transactions are carried out solely on the basis of the instructions provided by the User, and ARTRADE never verifies their relevance, interest, or quality. Thus, as a reminder, the User is solely responsible for determining whether an investment, investment strategy, or the execution of a Transaction is appropriate based on their objectives, financial situation, and risk tolerance, and the User will be solely responsible for any partial or total loss, damage, harm, or liability resulting therefrom. The User is encouraged to consult professionals specializing in financial, legal, or tax advice before carrying out any Transaction.

## 5 Terms of Use of the Platform and Services

### 5.1 Access to the Platform and Services

The User represents and acknowledges that they have the technical expertise to use the Platform and Services, and acknowledges that they have verified that the computer configuration they use for this purpose is in perfect working order. The User is solely responsible for the proper functioning of their computer equipment and their internet access.

All costs related to accessing the Platform and Services, whether hardware, software, or internet access costs, are the sole responsibility of the User.

The User undertakes to use the features of the Platform, the Services, and all content to which they may have access only for purposes that comply with applicable regulations, and in particular with public order, morality, and the rights of third parties. ARTRADE shall not be held liable for the User's use of the Platform and Services, particularly in the event of a breach of the provisions applicable to said User.

Furthermore, the User acknowledges that it is their responsibility to use the Platform and Services in good faith and not to harm the brand image, reputation, or goodwill of ARTRADE or its partners in any way.

### 5.2 Quality of Content

#### 5.2.1 ARTRADE Content

The Company is responsible for the ARTRADE Content it creates (such as information, FAQs, documents, etc., in any form whatsoever, including texts, figures, images, etc.) in its capacity as publisher of the Platform.

The ARTRADE Content and information created by the Company shall not be construed as investment advice or a solicitation. The ARTRADE Content and information available on the Platform cannot be considered a public offer, solicitation, investment advice, or canvassing by the Company to Platform Users.

The Services presented on the Platform may be subject to restrictions in certain countries or for certain persons. However, all Platform Users must first verify with their usual advisors, if applicable, that they are authorized to consult and use the Platform.

and to use the Services offered by the Company, particularly with regard to its tax and legal status.

ARTRADE Content is provided and/or disseminated on the Platform for informational purposes. Indeed, despite the care taken in developing and updating the Platform, the ARTRADE Content contained therein is provided "as is," for generic information purposes only, and the Company therefore cannot guarantee its accuracy, timeliness, relevance, currency, or completeness, nor its suitability for the User's needs.

Furthermore, the ARTRADE Content appearing on the Platform should not be considered authoritative, nor should it replace the User's personal judgment, and cannot constitute the sole basis for any decision made by the User.

#### 5.2.2 User Content

The Company allows Users to post User Content, including photos, comments, links, videos, and other materials. Any material posted or otherwise disclosed by a User on the Platform is defined as "User Content."

The User is responsible for the User Content they post on the Platform and retains all rights to such User Content.

The User is responsible for their use of the Services and any User Content they provide, including compliance with applicable laws and regulations. All User Content is the sole responsibility of the User who created/posted it.

The User agrees not to provide and/or disseminate User Content that may be deemed offensive, harmful, misleading, inaccurate, inappropriate, inappropriate, or constitutes clearly wrongful conduct on the part of the User (insults, threats, violence, etc.).

The Company does not necessarily monitor or control all Content published via the Services, and assumes no responsibility for it.

The Company reserves the right to remove any User Content that violates any provision of these Terms and Conditions, to the extent that it constitutes, for example, a copyright infringement or any other violation of an intellectual property right, an infringement of an industrial property right (e.g., a trademark), identity theft, illegal conduct, harassment, etc.

If the User believes that their User Content has been copied and constitutes an infringement of their copyright, or if the User notices the presence of User Content that is inaccurate or likely to infringe the rights of a third party or violate a regulatory or legislative provision, they are invited to report it by email to: [support@artrade.app](mailto:support@artrade.app).

### 5.3 Link

Users may not establish a link (including redirects) to the Platform without the express prior authorization of ARTRADE. Any such authorization request must be sent by email to [support@artrade.app](mailto:support@artrade.app). Under no circumstances may this authorization be considered an implicit agreement of affiliation. In any event, links to the Platform must be removed at ARTRADE's first request.

ARTRADE reserves the right to set up links on the Platform providing access to sites, web pages or applications other than those of the Platform, as well as to redirect the User to other sites, web pages or applications. Users are formally informed that the sites,

The web pages or applications that they may access through these links do not belong to ARTRADE, which reserves the right to remove said links offered by the Platform to a third-party application or site if it becomes contrary to applicable regulations or its values. ARTRADE cannot be held responsible for Users' access via links set up on the Platform to third-party sites or other resources on the Internet, nor for the content of the information provided by these third-party sites or other resources upon activation of said links.

### 5.4 Availability of the Platform and Services

ARTRADE strives to provide a quality service and to allow the User to use the Platform and Services under the best possible conditions. Thus, the Platform and Services are in principle available 24/7. However, ARTRADE is not bound by an obligation of results, but only by an obligation of means, and does not guarantee the availability, optimal functioning, or speed of the Platform or the Services, nor their permanent and continuous accessibility.

Indeed, the User is informed and accepts that access to the Platform and/or the Services may be delayed, altered, prevented, or interrupted due to, in particular:

- technical hazards inherent to the internet, including, in particular, bandwidth fluctuations and the hazards of ARTRADE's internet service provider, a partner of ARTRADE and their own updates and technical hazards) and/or a hosting provider;
- force majeure;
- use by the User of the Platform or the Services that does not comply with the General Terms and Conditions or the details and information that may appear on the Platform; - unavailability or a problem with access to the telephone network or the internet or any other network (computer network, telecommunications or electronic communications network, etc.) by ARTRADE, or by the User;
- an inability to access or difficulties encountered in accessing data hosted by third parties for reasons not attributable to the Company;
- a problem or difficulty, particularly technical, related to the operation of a Blockchain, including:
  - o the emergence of a "fork," a technical phenomenon related to the Blockchain that can be defined as an event during which the Blockchain splits and gives rise to a secondary Blockchain. Forks can be either accidental derivations or consensual technological developments;
  - o the malfunction of a Smart Contract under which an NFT was created by a Creator; - unavailability or disruption of access to computer systems, applications, websites, or those of partners or others used by ARTRADE to provide the Services;
- unavailability or loss by the User of their Login Information to access their Personal Space;
- loss by the User of the private keys to their Receiving Wallet, for which the Company exercises no control and assumes no responsibility;
- an unlawful, malicious, or unfortunate act (including acts resulting from the actions of "cybercriminals" or "hackers," logical or other attacks such as computer viruses, malware, etc.), having the purpose or effect of harming the computer systems, applications, websites, or platforms of the User, the Company, or its partners.

Furthermore, ARTRADE reserves the right to close access to all or part of the Platform and/or to suspend the execution or provision of all or part of the Services in the event of the occurrence of one of the above hypotheses or in the event of endangerment or threats to its resources.

(e.g., its staff members) or its technical resources of any kind.

For scheduled maintenance operations, ARTRADE will make every effort to inform the User in advance. However, the Platform may, without notice or compensation, be temporarily closed, and access to or functionality of the Platform or Services may be limited, in particular to carry out technical or operational interventions or other activities necessary for their proper functioning (e.g., testing, maintenance, monitoring, troubleshooting, operational modifications or changes, developments, etc.), an update, the deployment of a new version, or any other operation deemed necessary by ARTRADE or accepted by the User.

ARTRADE shall not be liable for any failure or interruption of the Platform and/or Services related to one of the cases referred to in this article "Availability of the Platform and Services."



## 5.5 Technical Conditions and Preservation of the Platform and Services

The User must equip themselves with appropriate telecommunications equipment to access the Platform, their Personal Space, and the Services. The User guarantees that the hardware and software they use to access and use the Platform, their Personal Space, and the Services are in good working order.

The User also undertakes to take appropriate measures to ensure the security of their own devices and/or data and/or content and/or software against contamination by any viruses, malicious code, or any other harmful technologies or logical infections, and shall ensure that they do not introduce such viruses into the Platform.

The User undertakes not to interfere with the proper functioning of the Platform or the Services and not to commit any act that could compromise the IT security of the Platform or the computer systems of other users of the Platform (whether or not they are Users), ARTRADE, or any of its partners. In particular, the User agrees not to use any devices or software of any kind that would disrupt, interfere with, or interrupt the normal operation of the Platform or the Services, or that would impose a disproportionate load (in terms of hosting volume, bandwidth, etc.) on the Platform.

The User also agrees not to extract, for commercial purposes or for purposes not expressly authorized, all or part of the information or data present on the Platform, and not to use any robot, including a crawler or spider, software, automated system, script, program, website search or retrieval application, or any other means allowing the extraction or indexing of all or part of the content of these applications. Thus, crawling, scraping, or screen scraping are expressly prohibited.

The Platform's content may not under any circumstances be downloaded, collected, copied, altered, modified, deleted, distributed, transmitted, broadcast, rented, sold, licensed, or exploited, in whole or in part, and in any manner whatsoever, without the express, prior, written consent of ARTRADE.

The Platform is an automated data processing system. The same applies to Personal Spaces. The User is prohibited from fraudulently accessing or remaining in all or part of the Platform or a Personal Space that is not their own. The User is prohibited from using any access method other than the interface provided by ARTRADE. If such a method is discovered, or if the User inadvertently enters a reserved area (for example, another User's Personal Space) without authorization, the User undertakes to inform ARTRADE.

ARTRADE may immediately notify ARTRADE by email at the following address: [support@artrade.app](mailto:support@artrade.app) so that ARTRADE may take any measures it deems necessary.

ARTRADE reserves the right to take any action or claim necessary to prevent, stop, and punish any infringement of the Platform, the Platform's content, a Personal Space, or the Services, including legal proceedings, without prior notice.

The User is solely liable to ARTRADE, or its partners, for any damages that may result from accessing and using the Platform, their Personal Space, and the Services.

Any breach of the provisions of this article by the User constitutes a serious breach that may result in termination without notice of the General Terms and Conditions, at the sole expense of the User, and a permanent ban on the User accessing and using the Platform and the Services.

## 5.6 Regulation of Use of the Services

The User must, at all times when using the Platform or the Services, act in compliance with applicable laws and regulations (particularly with respect to tax and/or social security declarations required to be made as a result of certain Transactions, for which the User is solely responsible), as well as in accordance with the instructions, information, and communications from ARTRADE, as communicated in particular through these General Terms and Conditions, on the Platform, or via the User's Personal Space. In this regard, it is specifically stated that the User is required to carry out all procedures required to fulfill their tax and social security obligations, and that ARTRADE does not carry out such procedures on behalf of Users.

Furthermore, the User undertakes not to disrupt, negatively affect, or prevent the use of the Platform or the Services by any other user (whether or not they are Users).

The User is also prohibited from using or exploiting the Platform or Services to conduct or participate in money laundering, pyramid selling, or any other risky or illegal activity.

Furthermore, any commercial use and/or exploitation of data, including market data, obtained, accessed, or made available through the Platform and/or Services is prohibited, as is any copying, extraction, etc., of said data.

Any breach by the User of the provisions of this article constitutes a serious breach that may result in termination without notice of the General Terms and Conditions, at the sole expense of the User, and a permanent ban on the User's access to and use of the Platform and Services.

## 5.7 General Principles Applicable to the Services

### 5.7.1 General Restrictions

The Services are accessible to Users who have a Personal Space validated by ARTRADE and who have not been subject to, or are not subject to, any suspension, sanction, restriction, limitation, termination, closure, or deletion procedure.

Furthermore, ARTRADE reserves the right, for the purpose of deciding whether a Service or Transaction may be performed by a User, to request that said User provide specific additional information and/or documents.

Furthermore, ARTRADE reserves the right, without prior notice and without entitling the User to compensation, to refuse to perform a Service or Transaction requested by a User.

to cancel an Operation requested by the User or to suspend a User's use of the Services or one or more specific Services, particularly in the event of a breach by the User of their obligations or commitments under these Terms and Conditions, or if ARTRADE believes that there is sufficient evidence to suggest that the User may be in breach of their obligations and commitments under these Terms and Conditions, or in particular:

- in the event of detection of unusual or suspicious activity in the User's Personal Space, or suspicion regarding the User's identity;
- in the event of detection or reporting of unauthorized access to the User's Personal Space;
- in the event of a request to this effect by a competent authority (petition, court decision, ongoing investigation, etc.);
- in the absence of the User providing additional information or documents requested by ARTRADE;
- in the event of inappropriate behavior and/or wrongful actions by the User (insults, threats, violence, etc.).

ARTRADE also reserves the right, particularly for the purpose of fraud prevention and combating illicit or fraudulent activities, to impose Limits or a Cap on a User, personally, under the conditions set out below, and/or to restrict or limit the said User's use of certain Services.

These restrictions may be lifted by ARTRADE if it considers that the causes and reasons that led to their implementation have disappeared, where applicable, subject to the User providing any information and documents that ARTRADE may request.

Furthermore, the delivery of the Works is subject to geographical restrictions, which the User accepts and acknowledges.

## 5.8 Warning - Risks Inherent in the Services

The User acknowledges that the Transactions carried out within the framework of the Services, and in general the purchase, use, sale, exchange, conversion or holding of Crypto-assets and NFTs, present risks for which ARTRADE cannot be held liable under any circumstances, namely:

- macroeconomic risk: changes in the macroeconomic situation may lead, among other things, to abnormal price fluctuations, which may affect the User;
- political/regulatory risk: changes in applicable laws and regulations may lead, among other things, to abnormal price fluctuations, or even a questioning of the operating conditions of the Platform and the conditions of provision and use of the Services, which may affect the User;

- yield risk: Crypto-assets and NFTs are not issued by financial institutions, and this is a new and poorly regulated market that is likely to generate no real yield;
- volatility risk: Cryptoassets and NFTs are heavily used by speculators, which means that Transactions involving Cryptoassets and NFTs are exposed to extremely high volatility risks; furthermore, Transactions are carried out throughout the day without interruption and without restrictions on price increases or decreases, which means that the price of Cryptoassets or NFTs may undergo sudden fluctuations, resulting in partial or total losses of Users' investments. Also, the purchase, sale, exchange, etc. of Cryptoassets and NFTs involves significant risks: the User is advised never to invest more than they can afford to lose;
- decentralization risk: there is no central entity or organization that controls and regulates Cryptoassets and NFTs. On the contrary, Cryptoassets and NFTs rely on decentralized Blockchain technology. In the event of a crisis, no entity or organization can protect the cryptoasset or NFT market, for example, to minimize your losses.
- Operational risks: Hardware, software, or network failures (internet, telecommunications, electronic communications, telephone, etc.) may result in the loss of cryptoassets or NFTs in certain circumstances;
- Risks caused by force majeure;
- Risks of theft or loss of the private key and other handling errors (e.g., risk of theft or loss of the User's Credentials) that may result in the partial or total loss of cryptoassets or NFTs;
- Liquidity risk: The exchange of a cryptoasset for fiat currency is not always guaranteed, nor is it guaranteed for another type of cryptoasset. Similarly, the sale or exchange of an NFT is not always guaranteed.

ARTRADE also emphasizes that Crypto-assets, NFTs and Blockchain are new technologies, obeying rules

Consequently, Users acknowledge that ARTRADE cannot guarantee the interoperability of the NFTs offered for sale, i.e., the ability of legally acquired NFTs to remain available without restrictions on access or implementation, regardless of the software or hardware environment in which they are provided.

Users also acknowledge that neither NFTs nor the Blockchain are subject to the obligation set out in Article L.111-6 of the French Consumer Code, which only applies to internal software applications and therefore those developed by the supplier, excluding decentralized applications and technologies.

The Platform exercises no control over the quality or compliance of the Work, the NFT, or the information provided by the Seller.

The Company is not liable for any loss of NFTs or price fluctuations related to supply and demand.

The Buyer expressly acknowledges that, pursuant to Article L.224-25-14 III of the French Consumer Code, they may not claim any lack of conformity related to the specific characteristics of the non-fungible token.

## 6 Terms of Use of the Personal Space

### 6.1 Creation of a Personal Space

To create their Personal Space, the User must:

- connect a compatible Wallet; and
- complete the required fields on the online form accessible via the dedicated section.

Failure to connect their Wallet and provide the required information will prevent the User from creating their Personal Space, and they will not be able to benefit from the Services requiring the prior creation of such a Personal Space. Generally speaking, the User attests to the truthfulness and accuracy of the information provided when creating their Personal Space, and ARTRADE may hold the User or any person involved liable in the event that said information provided is false, inaccurate, or misleading.

#### 6.1.1 Conditions for Creating a Personal Space

A Personal Space may only be held by one person (whether a natural or legal person), and each person (whether a natural or legal person) may only hold one Personal Space.

Any person (natural or legal) wishing to open a Personal Space must have full legal capacity to do so, as well as to enter into commitments under these Terms and Conditions. As such, any natural person acting on behalf of a legal entity guarantees that they have all the necessary rights and authorizations to validly bind the said legal entity.

Furthermore, opening a Personal Space by a natural person requires the user to be at least 18 years of age.

It is the User's responsibility to ensure compliance with these conditions.

The content of the aforementioned section and the eligibility conditions or restrictions for creating a Personal Space are subject to change at any time and without notice, upon the sole decision of ARTRADE, particularly, but not exclusively, to comply with legislative or regulatory requirements. ARTRADE shall not be held liable for the consequences of restrictions (such as refusal to create a Personal Space, suspension, or even closure/deletion of the User's Personal Space), even if new, that relate to the User's country of residence, nationality, or country of registered office, or that result from legislative or regulatory requirements.

#### 6.1.2 Identity Verification – Know Your Customer

ARTRADE reserves the right to verify the User's identity, particularly as part of ARTRADE's "Know Your Customer" (hereinafter "KYC-LCBFT") approach, in order to prevent or detect any attempted or committed fraud, corruption, money laundering, or terrorist financing, and more generally, any potential illicit or fraudulent activity or action.

The information provided by the User for the purpose of benefiting from the Services and carrying out Transactions will be used strictly within the framework of ARTRADE's KYC-LCBFT approach.

#### 6.1.3 Prohibitions

The creation or opening of a Personal Space is prohibited for any User whose Personal Space has previously been closed by ARTRADE as a result of termination of these Terms and Conditions due to the User's fault.

The User requesting the creation of their Personal Space guarantees that their use of the Platform and Services will not expose ARTRADE to sanctions and that such use will not violate any applicable law or regulation, particularly in the areas of counterterrorism, anti-corruption, or anti-money laundering.

Thus, the User guarantees in particular:

- not being subject to a ban on using the Services resulting, in particular, from legislative or regulatory provisions or an administrative or court decision, for example;
- not being subject to restrictions on access to financial services as adopted, in particular, by the United Nations, the Council of the European Union, etc. in the context of the fight against terrorism, corruption, or money laundering;
- not be on the list of Specially Designated Nationals maintained by OFAC (Office of Foreign Assets Control, the U.S. Treasury Department's Office of Foreign Assets Control) or on the U.S. Department of Commerce's Refused Persons List.

Any failure by the User to comply with the provisions of this section "Creation of a Personal Space" constitutes a serious breach that may result in termination without notice of the General Terms and Conditions, at the sole expense of the User, and a permanent ban on the User's access to and use of the Platform and Services.

Furthermore, the Company reserves the right to refuse the creation of a Personal Space by a User who does not comply with or respect the terms and conditions set out in this article "Creation of a Personal Space" and, more generally, these General Terms and Conditions, as well as to temporarily

suspend or close/delete the User's Personal Space under the conditions set out in the articles "Suspension of the Personal Space" and "Closure and Deletion of the Personal Space" herein.

## 6.2 Confidentiality and Security of Logins and the Personal Space

The creation and connection to the Personal Space is done by connecting the User's Wallet to the Platform.

As such, the User is responsible for maintaining the confidentiality of their Logins, which are strictly personal, and undertakes to take all necessary measures to ensure this complete confidentiality, including regularly changing their password (i.e., at least every 6 months). The User is also required to keep their Login Information confidential and protect it from any access by or disclosure to third parties. The User is solely responsible for the strictly personal use of their Login Information and guarantees ARTRADE for this.

In the event of loss or theft of their password, or in the event of unauthorized access to their Personal Space, the User must immediately and promptly inform ARTRADE by email at the following address: support@artrade.app and follow any instructions provided by the Company, in particular to lock access to their Personal Space. The reopening of the User's Personal Space following such a lock request will be subject to the User providing additional information and/or documents to verify their identity and the legitimacy of their reopening request. ARTRADE shall not be held liable for the User's failure to provide the required information and/or documents.

The use of the User's Identifiers to log in to their Personal Space and carry out transactions (including Transactions) constitutes, between the Parties, liability to the User for (i) Transactions carried out on or from their Personal Space, (ii) any use of the Platform and Services carried out concurrently with their login to their Personal Space, and (iii) any act or deed related thereto.

The User is also informed that logging in or accessing their Personal Space using their Identifiers constitutes, between the Parties, proof of the User's authentication and identification, as well as their identity.

ARTRADE makes every effort to ensure the security of access to the Services, and in particular to the User's Personal Space, and to prevent any unauthorized person from gaining access to them.

## 6.3 Suspension of the Personal Space

Without prejudice to the provisions of the "Termination" section of these Terms and Conditions, ARTRADE reserves the right to suspend access to the User's Personal Space and to suspend, automatically and without notice, the provision of all or part of the Services, in the event of a breach by the User of their obligations or commitments under these Terms and Conditions, or if ARTRADE believes that there is sufficient evidence to suggest that the User may be in breach of their obligations and commitments under these Terms and Conditions.

Furthermore, such suspension may occur:

- in the event of a breach of these Terms and Conditions;
- in the event of the detection of unusual or suspicious activity in the User's Personal Space, or suspicion of the User's identity;
- in the event of the detection, suspicion, or reporting of unauthorized access to the User's Personal Space;
- in the event of reasonable suspicion of use of the Platform and/or Services in connection with illicit or fraudulent activities;
- in the event of a request to this effect by a competent authority (petition, court decision, decision or request from an administrative or judicial authority, ongoing investigation, etc.);
- in the absence of the User providing additional information or documents requested by ARTRADE;
- in the event that the User provides and/or disseminates User Content that may be deemed offensive, harmful, misleading, inaccurate, inappropriate, inappropriate, or constitutes manifestly wrongful conduct by the User (insults, threats, violence, etc.).

Suspension of the Personal Space means that the User will be unable to connect to it and/or benefit from the Services/use the Services requiring such a connection to the Personal Space. To the extent possible (and in particular, unless prohibited by a competent authority or applicable provisions), ARTRADE undertakes to inform the User of this suspension without delay and to provide the reasons for it.

Except in cases where the suspension of the User's Personal Space occurs following a request from a competent authority, ARTRADE will inform the User, by sending an email to the email address provided by the User in their Personal Space, or, failing that, by a message on the Platform's messaging system accessible from the User's Personal Space, a deadline within which the User will be required to remedy the causes of this suspension (for example, regularization actions to be taken in the event of a violation by the User of their obligations or commitments under these General Terms and Conditions or the provision of information and/or documents for ARTRADE to analyze the situation, etc.). Unless otherwise specified, this deadline is 7 (seven) days.

If the User fails to comply with ARTRADE's requests within the timeframe communicated by the latter, ARTRADE reserves the right to permanently close the User's Personal Space for misconduct and to terminate these Terms and Conditions under the conditions set out in the "Termination - Termination" section of these Terms and Conditions.

## 6.4 Closure and Deletion of the Personal Space

### 6.4.1 General Principles

The User may request the closure and deletion of their Personal Space directly from their Personal Space or by email to the following address: [support@artrade.app](mailto:support@artrade.app).



The closure and deletion of the Personal Space by ARTRADE shall, in any event, occur automatically within two (2) years from the User's last login to their Personal Space.

In addition, ARTRADE will close and delete the User's Personal Space in the event of termination of these Terms and Conditions.

In this regard, and unless otherwise stipulated in these Terms and Conditions, the closure of the Personal Space implies that the User will no longer be able to connect to it and/or benefit from the Services/use the Services requiring such a connection to the Personal Space, as well as the deletion of said Personal Space.

It is further specified that it is the User's sole responsibility to ensure the preservation and backup of information and documents transmitted by ARTRADE or to ARTRADE, or more generally via the Platform and/or recorded or stored in the Personal Space, ARTRADE does not provide any conservation, backup, or third-party archiving services in this regard.

The closure and deletion of a Personal Space, regardless of the cause or initiator, will not give rise to any compensation of any kind for the User.

In the event of closure of the User's Personal Space, the User is required to settle any fees, debts, etc., that they may owe ARTRADE within a maximum of 7 (seven) days.

#### 6.4.2 Special Situations

If a Transaction or other transaction is in progress when the User's Personal Space is closed, ARTRADE reserves the right to cancel this Transaction or other transaction before deleting the Personal Space.

In the event of the User's death, ARTRADE may transfer the Personal Space to the beneficiaries upon a specific and express request from the beneficiaries and upon presentation of the required supporting documents, subject to payment of a fee applicable to such a transfer, the amount of which will be communicated in advance by ARTRADE.

In the event of suspension or closure of the User's Personal Space following suspicion of illicit activity or fraud (including corruption, financing of terrorism and/or money laundering, but also practice or participation in a practice of market manipulation) or proven illicit activity or fraud, or in the event of violation of applicable laws and regulations or of these T&Cs, or in the event that this suspension or closure results directly or indirectly from a request from a competent authority, ARTRADE may immediately make it impossible for the User to connect to their Personal Space and/or to benefit from and use the Services requiring such a connection to the Personal Space. Furthermore, ARTRADE will not be required to return the Crypto-assets present in the User's Personal Space and reserves the

right to hand them over to the authorities upon request if necessary.

## 7 Financial Conditions

### 7.1 Price of Objects, Works, and NFTs

Objects, Works, and NFTs are sold at the price freely set by the Seller or ARTRADE, as applicable, appearing on the Platform's description sheet, in compliance with applicable laws and regulations. This Price must be stated in the description inclusive of all taxes and fees, but excluding transaction fees related to the use of the Blockchain network.

The User acknowledges that they are aware of the lack of stability in the Prices of Objects, Works, and NFTs; neither ARTRADE nor its partners can be held responsible for any price fluctuations. 7.2 Royalties Due to the Creator of the Work

Where applicable, in order to allow the Creator of the Work to benefit from the valuation of their Works offered through the Platform, each NFT is accompanied by payments, which are royalties covering a portion of the Purchase Price, the amount of which is freely set by the Creator. The amount is indicated on the NFT's description sheet and varies between 0 and 10% of the Purchase Price.

These Royalties do not apply to the Creator's first sale of the NFT.

As such, in the context of a Transaction subject to Royalties, the Seller will receive the Sale Price less the Royalties and other Fees.

The User acknowledges and accepts that the Royalties are transferred, processed, or initiated directly by one or more Smart Contracts on the Blockchain network of the Crypto-asset they use to purchase the NFT.

### 7.3 Transaction Fees

Transactions are services offered to the User for a fee.

The User is therefore required to pay ARTRADE, unless otherwise stipulated in these Terms and Conditions specifying that the Fees are owed to a third party, the Transaction Fees specified below and authorizes ARTRADE to deduct from the amount of the Transaction completed any Transaction Fees that would be due in accordance with these Terms and Conditions.

The Fees for an NFT sale on the Platform are as follows:

- the Seller receives 95% of the total Sale Price (less any potential Royalties due to the Creator if the latter is not the Seller);

- the Platform receives 5% of the total Sale Price.

The User acknowledges and accepts that all Fees, commissions, and royalties are transferred, processed, or initiated directly by one or more of the Smart Contracts on the Blockchain network of the Crypto-asset used to purchase the NFT.

Transactions may be subject to value-added tax (VAT), including fees owed to ARTRADE.

#### 7.4 Transfer of Funds

During a Transaction, funds are held in a Smart Contract pending confirmation of proper receipt of the Work by the Buyer, as provided for in these Terms and Conditions. Once confirmation is received, the amount of the Sale Price (less Fees, Royalties, and amounts due under

These General Terms and Conditions) is transferred to the Seller. Similarly, once the Buyer's confirmation is received, the NFT is transferred to the Buyer's Wallet.

#### 7.5 Delivery

##### 7.5.1. Shipping Costs and Delivery Times

Items ordered on our Platform will be delivered to the address you provided on the order and only within mainland France. Items purchased on our Platform are only delivered within mainland France (excluding overseas territories, territories, and territories), unless otherwise agreed upon between ARTRADE and the Buyer.

Delivery times are indicated for information purposes on the Platform when you confirm your order, depending on the delivery method you choose, with the exception of certain bulky Items, for which the carrier will contact you directly to inform them of the delivery time.

The Seller will inform you of any delivery delays by any means of communication. In any event, the Items will be delivered to you within a maximum of thirty (30) days from the order confirmation. If this period is exceeded by more than seven (7) days, you may cancel the sales contract entered into with the Seller by registered letter with acknowledgment of receipt. In such a case, the Seller is required to refund you the amount of the order and/or the Items concerned no later than fourteen (14) days after receipt of said letter. You may then choose different shipping methods depending on the weight and volume of the Items in your order.

Before confirming your order, we will inform you of the requested shipping cost. The Seller reserves the right to request a shipping cost contribution for any order under one hundred and eighty (180) euros, according to the terms and conditions defined in the section presenting the delivery methods on the Platform.

##### 7.5.2. Delay or Loss

If you experience a delivery delay within eight (8) business days of your order's shipment date, ARTRADE invites you to contact our Customer Service using the methods indicated in Article 2.3. Our services will then initiate an investigation with the carriers, which may last up to twenty-one (21) business days from the date of its opening.

If the package is located, our services will make every effort to deliver it as quickly as possible to the address provided when confirming your order.

However, if the package is not located within twenty-one (21) days of the investigation being opened, the Seller will contact you regarding possible reshipment or a refund in the event of Product unavailability.

The Seller shall not be liable under any circumstances for delays or suspensions of delivery attributable to the Customer or in cases of force majeure.

### 7.5.3. Package Delivery

The Items may be delivered and handed over to any other location designated by the Customer, subject to seven (7) days' notice, at the Customer's sole expense.

Upon receipt of your order, we invite you to check the condition and quantity of the Item(s) delivered against your delivery slip or invoice. In the event of any discrepancies with the Item(s) (quantities, references, etc.), you have three (3) days to submit a written complaint to our services.

If you instruct another person to receive your order, they are responsible for accepting a damaged package.

It is necessary to check the external condition of the package in the presence of the delivery person. In the event of an apparent anomaly (package open, broken, crushed, taped by the carrier, etc.), we invite you to refuse the Product by returning it to the sender:

- For any package delivered by La Poste: We invite you to bring your package to the post office within forty-eight (48) business hours of receipt. You will then complete a damage report, as required by La Poste regulations, which you must then return to us.

- For any package delivered by any other delivery service:

- o You must notify "specific, significant, and complete reservations" directly on the delivery slip, whether or not you accept the damaged package. The statement "subject to unpacking" is meaningless; it is too general and imprecise.

- o If you accept the damaged package, you must:

- § Confirm any reservations by registered letter with acknowledgment of receipt within three (3) business days of delivery to the carrier. Otherwise, the claim will not be considered. § Report any shipping anomalies or damage to our Customer Service within three (3) clear days of delivery using the methods indicated in Article 1.3.

If our services note that no shipping anomalies are found, we will not be able to accept the return of the Items.

Please also note that some carriers decide to conduct investigations at your delivery location to verify the actual condition of the package before it is returned to us. It is therefore necessary that you keep all the items in and with which the Product was delivered.

In the event of an incorrect recipient, we ask that you keep the package as is and contact our services directly by telephone at the number indicated in Article 2.3, or by using the "Contact Us" section available on our Platform.

## 7.6 Due Date

Transaction Fees, when owed to ARTRADE, are due and payable at the time the Transaction is validated by the User.

In accordance with the provisions of Article L.441-10 of the French Commercial Code, any delay or non-payment of an amount due by the due date specified above will result in late payment penalties, without any reminder being necessary. The interest rate for these late payment penalties will be the rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points. This rate is the rate in effect on January 1 of the year in question for the first half of the year in question. For the second half of the year in question, it is the rate in effect on July 1 of the year in question.

These penalties will be calculated and will be due without prejudice to ARTRADE's right to claim compensation for its loss related to late payment or non-payment. The penalties will be due from the day following the due date of the amounts due and until the day of their collection by ARTRADE.

Finally, any User in arrears with payment will automatically owe ARTRADE a fixed compensation for recovery costs, set at 40 (forty) euros. If the recovery costs incurred exceed this compensation, ARTRADE may request additional compensation upon presentation of proof. However, ARTRADE may not claim this compensation in the event of the initiation of safeguard, recovery, or liquidation proceedings that would prohibit payment of the debt owed to it on its due date.

## 7.7 Warning Regarding Fees - No Guarantee

The amount of Fees and Royalties on Transactions is set at the time the User validates the Transaction. However, it is possible that the amount of Fees and Royalties on Transactions may not be strictly identical between the time the User first views them and the time they subsequently validate the Transaction.

The Fees for Transactions may therefore vary, continuously or occasionally, and at any time. Aside from the cases in which a Transaction may be cancelled in accordance with these Terms and Conditions, Transactions are irreversible, and the User may not request their cancellation due to a change in Fees that occurs after the Transaction has been validated.

Furthermore, the Price set at the time the User validates the Transaction is not guaranteed, nor is the amount of the Fees for the associated Transactions:

- in the event of a Transaction being validated but not actually completed and executed;

- following a modification to the Transaction requested by the User or resulting from an error or mishandling attributable to the User;
- in the event of non-compliance with these Terms and Conditions by the User;
- in the event of suspension, closure/deletion by ARTRADE or the User of the User's Personal Space; - in the event of cancellation of the Operation by the User or by ARTRADE under the conditions set out in the T&Cs;
- in the event of force majeure;
- in the event of failure or interruption of the Platform and/or Services related to one of the cases referred to in the article "Availability of the Platform and Services".

## 8 Respective Obligations of the Parties

### 8.1 ARTRADE's Obligations

ARTRADE is required to comply with the terms and conditions stipulated in these T&Cs. ARTRADE provides the Services to the User, including access to the Platform, and is subject, as such, to a best-efforts obligation.

In particular, ARTRADE strives to maintain accessibility to the Platform and Services, as defined in the article "Terms of Use of the Platform and Services" herein.

### 8.2 User Obligations

The User has ensured that the Platform and Services meet their needs and expectations, and that they have the necessary skills and knowledge, particularly technical and financial, as well as the necessary IT environment, to properly use the Platform and Services.

The User is required to comply with the terms and conditions of these General Terms and Conditions. The User is solely responsible for their use of the Platform, their Personal Space, and the Services, as well as for the actions and deeds of the persons they have authorized to access their Personal Space, including any subsequent Transactions.

The User is required to use the Platform and Services in accordance with the applicable legal and regulatory provisions in the various jurisdictions where activities and business related to NFT Operations and transactions and the sale of Works are conducted, and may not use the Platform and/or Services for illicit or illegal purposes, nor for purposes other than those for which the Platform and Services are made available to the User.

The User is responsible for ensuring the legality of the NFTs and Works sold on the Platform. In particular, Sellers must own the NFTs and Works offered for sale on the Platform or be duly authorized to sell them.

In particular, Sellers are prohibited from offering for sale NFTs and Works that are counterfeit within the meaning of the Intellectual Property Code or whose marketing is regulated under legislative, regulatory or contractual provisions prohibiting or restricting the sale of NFTs and Works through the Platform. Visuals, in particular, must respect the rights of third parties, with Sellers guaranteeing the Platform that they have all the necessary rights to use these elements.

Sellers are required to allow the Work to be delivered to the Buyer as soon as possible. Similarly, Buyers are required to take possession of the Work as soon as possible.

Buyers are required to confirm receipt of the Work as soon as possible, or failing that, to promptly report any issues with the Work upon receipt.

IT IS THE RESPONSIBILITY OF EVERY SELLER TO PROVIDE SUFFICIENT INFORMATION TO POTENTIAL BUYERS ABOUT THE CHARACTERISTICS OF THEIR NFT (INCLUDING THE TECHNICAL CHARACTERISTICS OF THE CONTENT AND THE LEGAL CHARACTERISTICS OF THE RIGHTS ATTACHED TO IT). IT IS THE RESPONSIBILITY OF EVERY BUYER TO READ THIS INFORMATION CAREFULLY BEFORE ANY PURCHASE. ARTRADE CANNOT BE HELD LIABLE FOR A USER'S FAILURE TO PROVIDE INFORMATION.

Furthermore, the Platform allows the resale of NFTs as a secondary market. Thus, when an NFT is sold to a new User via the Platform, this new Buyer represents and warrants that they will comply with the legal conditions attached to this NFT, including intellectual property rights, as initially determined when this NFT was minted.

## 9 Liability

The User is liable for their obligations under these Terms and Conditions in accordance with the rules of common law.

ARTRADE's commitment relates exclusively to the provision of Services in accordance with the provisions of these Terms and Conditions and subject to all reservations made, particularly in the case of Services provided by an ARTRADE partner. ARTRADE is solely liable in this regard.

ARTRADE draws the User's attention to the risks inherent in any economic transaction, for which it is in no way responsible (see in particular the section "Warning - Risks Inherent to the Services").

In addition to the circumstances provided for in these Terms and Conditions for which ARTRADE cannot be held liable, the Parties agree that:

- ARTRADE may only be held liable for improper performance or non-performance of its obligations under these Terms and Conditions in the event of proven fault. Furthermore, ARTRADE may only be held liable for direct damages suffered by the User as a result of ARTRADE's failure to fulfill its

obligations under these Terms and Conditions. However, ARTRADE cannot be held liable under any circumstances for indirect damages caused to the User, in particular, but not exclusively, for any loss or absence of profit, performance, advantage, or added value, particularly financial or in terms of turnover, revenue, expected savings, or investments. ARTRADE cannot be held liable by the User, nor can it request any reimbursement, for the loss of any NFT by the User through the Platform and/or the Services. Furthermore, ARTRADE may only be held liable to the User for foreseeable or foreseeable damages, except in cases of gross negligence or wilful misconduct. Furthermore, it is agreed that ARTRADE's liability to the User is, except for a User who is a consumer as defined by the French Consumer Code, limited/capped, for all causes, to the amount of the last Transaction carried out on the Platform. - ARTRADE is not liable under any circumstances for any damages suffered by the User due to ARTRADE's failure to fulfill its obligations resulting from a case of force majeure or the actions of a third party (including another User or user);

- ARTRADE is not liable for any abnormal use, including use that is not in accordance with these Terms and Conditions, or fraudulent or illicit use of the Platform or Services by the User;

- ARTRADE is not responsible for the operation (or malfunction) of the User's computer equipment, nor for their access to the Internet or any network (computer network, telephone network, Internet network, telecommunications or electronic communications network, etc.);

- ARTRADE is not responsible for any fault on the part of the User or for any damage resulting from a lack of diligence or vigilance on the part of the User, nor for any consequences or damages of any kind that may result therefrom for anyone, whether a third party or another user or User;

- ARTRADE is not responsible for any loss or forgetfulness of their Login Details by the User, any leakage or theft of said Login Details, any hacking of said Login Details by a third party, or any other cases of hacking of the User's Personal Space or their means of accessing their Personal Space;

- ARTRADE is not responsible for any loss of data or delays in the progress or processing of a User's Transaction that may result from an interruption or suspension of the Platform or Services, regardless of the duration;

- ARTRADE is not responsible for the User's choices and decisions regarding the use of the Services, and in particular regarding the performance of Transactions involving NFTs, including, but not limited to, errors in making a decision, particularly regarding a Transaction, the performance of incorrect or inappropriate Transactions by the User, errors in the Receiving Wallet Address, etc. As such, and given the risks inherent in the use of the Services as explained in particular in the article "Warning - Risks Inherent to the Services," ARTRADE is not responsible for any financial losses incurred by the User resulting from the use of the Services;

- ARTRADE is not responsible for any malfunction or malfunction of the service provider responsible for the custody of Cryptoassets on behalf of Users.



- ARTRADE is not responsible for non-compliance with the legislation of the country in which the Services are accessible, it being specified that the Services comply with the provisions applicable in France: it is the User's sole responsibility to select the Services they use and to verify their compliance with the legislation of the country in which the Service is accessible and, more generally, with the legislation applicable to it;

- ARTRADE is not responsible for the inability of the independent carrier to deliver the Work to the Buyer;

- ARTRADE is not responsible for the information and elements provided by the Seller;

- ARTRADE is not responsible for the conformity and characteristics of the Work and the NFT. Sellers are solely responsible for the sale of the NFTs and Works they offer on the Platform, as well as for the description they provide to the Platform.

- ARTRADE is not responsible for any malfunctions or flaws in the Smart Contracts that receive and transfer funds and NFTs between the Buyer and the Seller. These Smart Contracts are decentralized and operate automatically.

ARTRADE cannot be held liable for:

- temporary or permanent unavailability of access to all or part of the Platform or the Services offered therein, difficulties related to response times, and, generally speaking, any performance defect, as well as any consequences or damages of any kind that may result therefrom; - discontinuities or disruptions in the use of the Platform and the Services contained therein, whether intentional or not, nor any consequences or damages of any kind that may result therefrom or that may result from changes or technical or functional developments of the Platform or the Services;

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including, for example (but not exclusively):

- maintenance operations, updates, or technical adjustments;

- breakdowns of telecommunications equipment or a failure of a network provider (computer network, telephone network, internet network, telecommunications or electronic communications network, etc.);

- and more generally, failures or interruptions (temporary/permanent, partial/total, etc.) of the Platform and/or the Services that are linked to one of the cases referred to in the article "Availability of the Platform and the Services";

as well as the consequences that may result therefrom. Likewise, ARTRADE cannot be held responsible for the misuse of information circulating via the internet or entered on the Platform, the presence of viruses, malicious codes or any other harmful technologies or other logical infections on the Platform or any consequences or damages resulting therefrom.

ARTRADE shall not be held liable for any consequences or damages of any kind that may result from errors or omissions in the content published on the Platform or in responses to contact requests, nor from any delay in responding to such requests.

To incur liability on ARTRADE, where applicable, the User is required to notify ARTRADE of any request or breach of its obligations under these Terms and Conditions, without delay from the moment the User becomes aware of it.

The provisions of this "Liability" section shall survive the termination of these Terms and Conditions, regardless of the cause, until their specific purpose has expired.

## 10 Termination - Cancellation

### 10.1 Termination

The User may terminate the Terms and Conditions (i.e., terminate them) at any time and without notice, provided that they delete their Personal Space in accordance with the terms and conditions set out in the article "Closure and Deletion of the Personal Space."

ARTRADE is authorized to terminate and terminate these Terms and Conditions, without the User being able to claim any damages as a result, under the following conditions and terms:

- In the event that a law, regulation, or decision of a competent authority or court makes it impossible to maintain all or part of the Terms and Conditions (and therefore the Services) between the Parties, or if ARTRADE has reason to believe that maintaining all or part of the Terms and Conditions (and therefore the Services) is impossible as a result, subject to thirty (30) days' notice, unless the law, regulation, or decision referred to in this article prohibits or prevents ARTRADE from respecting such a notice period. Furthermore, ARTRADE may, at its sole discretion, subject to the aforementioned notice period, unless the conditions do not allow for such notice, terminate part or all of the T&Cs (and therefore terminate part or all of the Services) in order to comply with all laws, regulations, and decisions applicable to trading or handling activities involving Crypto-assets;

- In the event of a technical or security issue affecting the Platform and/or the provision of the Services, subject to thirty (30) days' notice, or, and only if the conditions do not allow for such notice, immediately without notice;

- For convenience, subject to reasonable notice of no less than thirty (30) days and no more than sixty (60) days.

Unless otherwise stipulated in this article, and unless prohibited by a legislative or regulatory text or a decision of a competent authority, any termination initiated by ARTRADE is preceded by the sending of an email to the email address provided by the User in their Personal Space, or, failing that, by a message on the Platform's messaging system accessible from the User's Personal Space, informing the User of this termination and the date on which the termination will be effective, in compliance with the deadlines and notice periods mentioned herein. In the absence of an obligation for ARTRADE to provide notice, this email or message is concurrent with the termination. 10.2 Termination

The T&Cs may be terminated at the initiative of ARTRADE, in addition to the cases specifically provided for in the articles of these T&Cs and without prejudice to any damages that may be claimed from the User, in the following cases:

- For breach by the User of any of its obligations or commitments under these T&Cs, in particular in the event of breach of its obligations under the articles "Description of Services", "Terms of Use of the Platform and Services", "Terms of Use of the Personal Space", "Financial Conditions", and "Respective Obligations of the Parties", seven (7) days after notification to the User of a formal notice to comply with its obligations and/or commitments has remained unsuccessful;

- If the User fails to comply with ARTRADE's requests within the time limit communicated by the latter in the cases referred to in the article "Suspension of the Personal Space", seven (7) days after notification to the User of a formal notice to comply which has remained unsuccessful;

- In the event of a serious breach on the part of the User which gives ARTRADE the right to terminate the T&Cs without notice and without prior formal notice, it being specified that in such a case ARTRADE may terminate these T&Cs by means of a simple information by email sent to the email address provided by the User in his Personal Space or, failing that, by a message on the Platform's messaging system accessible from the User's Personal Space. In this respect, the following constitute serious breaches on the part of the User giving ARTRADE the right to terminate the T&Cs without notice:

- o the fact that a User registers in the name of another person in order to circumvent a ban on creating a Personal Space; o a User providing false, inaccurate, outdated, obsolete, or incomplete information (e.g., information about their identity or contact details), or failing to update some of this information, or providing false documents (e.g., false proof of identity);

- o a User refusing to accept the amended Terms and Conditions by requesting the deletion of their Personal Space;

- o use of the Platform and/or Services, intentionally or involuntarily, for illicit or fraudulent purposes or activities;

- o failure by the User to pay Transaction Fees owed to ARTRADE (or a partner of ARTRADE);

- o any other serious breach of these Terms and Conditions or applicable laws and regulations. The formal notices referred to in this article are sent by ARTRADE by email to the email address provided by the User in their Personal Space, or, failing that, by a message to the Platform's messaging system accessible from the User's Personal Space, and refer to this article. ARTRADE will then inform the User, by the same means, of the effective termination of the T&Cs. In the absence of an obligation for

ARTRADE to provide prior formal notice to the User, an email or a message to the messaging system will still be sent to the User to inform them of the termination of the T&Cs.

### 10.3 Consequences

In the event of termination or denunciation of these T&Cs under this article "Tension - Denunciation", ARTRADE will close and delete the User's Personal Space in accordance with the provisions of the article "Closure and Deletion of the Personal Space" herein.

The clauses that, by their nature or purpose, must survive the termination of the T&Cs will survive and remain applicable until the termination of their respective purpose, unless otherwise specifically provided for in the T&Cs.

## 11 Personal Data and Cookies

Personal data may be processed through the Platform. The User is invited to click here <https://artrade.app/legal/pp-fr.pdf> to access ARTRADE's "personal data protection policy."

Cookies and other trackers or similar technologies may be installed and/or read in the User's browser or device when visiting the Platform. The User is invited to click on the "cookie management policy" link to access ARTRADE's cookie management policy.

## 12 Intellectual Property

### 12.1 General Information

The Platform as a whole, as well as each of its components taken independently, including programs and developments, its structure, and content including data, text, still or animated images, logos, sounds, graphics, photographs, and files, are the exclusive property of ARTRADE or of third parties who have assigned or granted it the right to use them.

Any representation or reproduction, in whole or in part, of the Platform or any of its components without the express authorization of ARTRADE is prohibited and would constitute an infringement punishable by the Intellectual Property Code and/or an act of unfair competition or parasitism. In any event, any representation or reproduction authorized by ARTRADE of all or part of the Platform or its components must bear the following notice: "Copyright [Current Year] ARTRADE – all rights reserved."

The databases appearing on the Platform are protected by the Intellectual Property Code, and any qualitatively or quantitatively substantial extraction or reuse of the database content is punishable.

The trademarks and logos appearing on the Platform are trademarks registered by ARTRADE or by third parties [to be validated]. Any reproduction, imitation, or use, in whole or in part, of these distinctive signs without the express authorization of ARTRADE and in violation of the prohibitions set forth in the Intellectual Property Code, shall incur the liability of the author.

Other distinctive signs, including company names, trade names, signs, and domain names reproduced on the Platform are the property of ARTRADE or third parties, and any reproduction thereof without express authorization may constitute an infringement, incurring the liability of the author.

## 12.2 User Warranties

The User represents and warrants that they have the necessary rights to make NFTs available, use, or market them on the Platform. In particular, the User warrants to ARTRADE that the NFTs, particularly Live NFTs, offered for sale do not infringe on the privacy, dignity of individuals, or any third-party intellectual property rights.

The User guarantees, at its own expense, ARTRADE against any third-party action or claim based, in particular, on infringement, unfair competition, and/or parasitic activity, resulting from or related to the use of the NFTs, as well as against any liability, losses, and damages that may result for ARTRADE.

In this respect, the User shall bear all costs and expenses, including legal costs and attorneys' fees, incurred by ARTRADE in connection with such action, as well as the amount of settlement compensation and/or damages that ARTRADE may be ordered to pay. The provisions of this article do not prevent ARTRADE from obtaining damages that it may claim from the User in compensation for any harm suffered by ARTRADE.

By using the Platform, the User may create User Content (other than NFTs) of which they are the author and, under certain conditions, the holder of the intellectual property rights. When a User creates or shares such User Content (i.e., texts, videos, posts, excluding NFTs) on the Platform, that User grants ARTRADE and all of its Users a free, non-exclusive license for a period of 70 (seventy) years, valid worldwide on any type of media, allowing: i) other Users to reproduce and share this User Content on the Platform, and ii) ARTRADE to host, store, reproduce, modify, adapt, display, publish, edit, distribute, and sublicense all or part of this User Content for the purpose of providing the Platform Services to its Users, and to conduct ARTRADE's marketing, communication, or commercial promotion activities.

## 12.3 User Rights

The sale of an NFT on the Platform is carried out directly between the Seller and the Buyer. Therefore, ARTRADE exercises no direct control over the determination of any rights that may be granted by the NFT Seller to the Buyer.

In other words, when a Platform User mints an NFT on the Platform to offer it for sale through the Platform, that User will determine any rights or license to use the NFT granted to the underlying content or work.

All Platform Users are expressly reminded that the purchase of an NFT does not necessarily entail the acquisition of the underlying content or work. In other words, an NFT functions as a certificate granting certain rights to content or a work, these rights being determined by the Seller in the configuration of the Smart Contract. For example, this may include a right of use or exhibition.

## 13 Evidence Agreement

### 13.1 Computer Traces

The User acknowledges that the Platform or tools implemented on the Platform, and in particular within the User's Personal Space or the Services, ensure the traceability of certain actions and operations performed (including the traceability of Operations performed or acceptance of the General Terms and Conditions), as well as the issuance of certain notifications and certificates, particularly for security and evidentiary reasons. These traceability procedures generate computer traces or event logs (hereinafter the "Computer Traces"). The User acknowledges that the Computer Traces generated by the Platform, as well as their possible reproduction on paper or electronic media, provide proof of use of the Platform, the Personal Space, and the Services, and in particular, proof of the performance of a Transaction, the publication of content, the entry of information, the delivery of information, or consent/acceptance.

The User expressly acknowledges that communications with the Company may take place by any means, including through the messaging service accessible within the User's Personal Space or, if possible, by electronic message to the email address provided in the Personal Space or mentioned in the User's correspondence, or through all documents and other electronic documents resulting from the use of the Services, including Computer Records, and more generally resulting from the execution of these General Terms and Conditions, as well as those accepted or signed electronically (hereinafter the "Electronic Documents").

The User acknowledges that Electronic Documents provide valid proof of a fact or the content of the communications, and that, generally speaking, any computer and/or electronic record or document originating from ARTRADE, the Platform, the Personal Space, or the use of the Services constitutes evidence between the Parties.

The User also acknowledges that the Electronic Documents:

- constitute original documents between the Parties;
- constitute proof between the Parties of the medium and content they represent;
- justify the consequences and operations that may result therefrom (for example, proof that an action—including a Transaction or an acceptance, for example—was carried out via the Platform or the Personal Space using Computer Records);
- constitute evidence of the dates and times associated with the Electronic Document;
- are admissible as evidence before the competent courts.

In any event, the User expressly waives the right to invoke the nullity, non-application, lack of evidentiary value, or unenforceability of the Electronic Documents on the grounds that they originate from ARTRADE, from the use of the Platform, the Personal Space, the Services, or the Computer Records, or that they are in electronic form. The User's failure to manage the delegation of authority cannot be used against ARTRADE to defeat the legal value of the Electronic Document.

#### 14 Right of Withdrawal

The Customer has, in accordance with the law, a 14-day withdrawal period from the conclusion of the contract to exercise their right of withdrawal with the Company and cancel their order, without having to provide a reason or pay a penalty, for the purpose of a refund, unless the performance of the services has begun before the end of the withdrawal period, with the express consent of the Customer and the latter's acknowledgement of the loss of their right of withdrawal.

The right of withdrawal may be exercised online, using the withdrawal form attached to these Terms and Conditions, in which case an acknowledgment of receipt on a durable medium will be immediately sent to the Customer by the Company, or any other unambiguous statement expressing the wish to withdraw, in particular by postal mail addressed to:

ARTRADE.APP

39, rue de la gare de Reuilly

75012 Paris

or an email mentioning the order concerned by this withdrawal.

If the right of withdrawal is exercised within the aforementioned period, only the price of the Services ordered will be refunded.

The refund of the amounts actually paid by the User will be made within 10 days of the Company's receipt of notification of the Customer's withdrawal.

#### Withdrawal Form

This form must be completed and returned only if the Customer wishes to withdraw from the order placed on the Website: [•] except for exclusions or limitations to the exercise of the right of withdrawal in accordance with the applicable General Terms and Conditions.

To the attention of:

ARTRADE.APP

39, rue de la gare de Reuilly

75012 Paris

or by email [•]

I hereby notify my withdrawal from the contract for the service order below:

- Ordered on ..... / Received on .....
- Order number: .....
- Customer name: .....
- Customer address: .....

Customer signature (only if this form is notified on paper):

Date: .....

## 15 Seller's liability and warranty

### 15.1. Provisions applicable to NFTs and Works

The NFTs sold through the Platform comply with the regulations in force in France and have performance compatible with the expected uses of non-fungible tokens.

The Buyer acknowledges and accepts that the warranty provided for in Articles L. 224-25-16 et seq. of the French Consumer Code does not apply, as neither the Seller nor the Company can be considered the "Producer" within the meaning of the definition given in Article 1 of Ordinance No. 2021-1247 relating to the legal guarantee of conformity for goods, digital content, and digital services ("the manufacturer of goods, the importer of goods into the European Union, or any other person who presents himself as a producer by affixing his name, trademark, or other distinctive sign to the goods") of "digital content" ("data produced and provided in digital form"), since the digital content and associated services offered on the Website are produced by a Smart Contract deployed on the Blockchain in a fully decentralized manner and without the intervention of a centralizing third party.

The Buyer acknowledges that he accepts the NFT as is, and the warranty against hidden defects is excluded.



In any event, the Seller shall not be liable for the following cases:

- Non-compliance related to blockchain technology;
- Non-compliance related to the volatility of the NFT price;
- Non-compliance related to the incompatibility between the NFT and the Collector's computer hardware;
- Non-compliance related to the Collector's failure to comply with the laws of their country;
- Non-compliance related to the Collector's negligence or misuse of the NFT, particularly in the event of use not consistent with the intended purpose.

THEREFORE, WITH RESPECT TO THE SALE AND DELIVERY OF THE ARTWORKS, RESPONSIBILITY FOR THEIR QUALITY, CONFORMITY, AND DELIVERY RESTS SOLELY WITH THE SELLER AND, IF POSSIBLE, WITH THE CARRIER, BUT UNDER NO CIRCUMSTANCES WITH ARTRADE.

#### 15.2. Provisions Applicable to Items

The Items offered for sale comply with the regulations in force in France and are suitable for non-professional use.

The customer benefits automatically and without additional payment from the legal guarantee of conformity and the legal guarantee against hidden defects.

##### 11.1.1. Legal Guarantee of Conformity

The Seller undertakes to deliver goods that comply with the contractual description and the criteria set out in Article L217-5 of the French Consumer Code.

The Customer is liable for defects of conformity existing at the time of delivery of the Items and which appear within two years of delivery.

This warranty period applies without prejudice to Articles 2224 et seq. of the French Civil Code, with the limitation period commencing on the day the consumer customer becomes aware of the lack of conformity.

Defects of conformity which appear within twenty-four months, or twelve months in the case of used goods, from delivery of the Products are, unless proven otherwise, presumed to have existed at the time of delivery.

In the event of a lack of conformity, the consumer customer may demand that the delivered Items be brought into conformity by repair or replacement, or, failing that, a price reduction or cancellation of the sale, under the legal conditions. The Seller may also suspend payment of all or part of the price or the delivery of the benefit provided for in the contract until the Seller has fulfilled its obligations under the legal guarantee of conformity, under the conditions of Articles 1219 and 1220 of the Civil Code.

It is the responsibility of the consumer customer to request that the Items be brought into conformity with the Seller, choosing between repair and replacement. The item will be brought into conformity within a period not exceeding thirty days following the consumer customer's request.

The repair or replacement of the non-compliant Item includes, where applicable, its removal and return, as well as the installation of the Item brought into conformity or replaced.

Any Item brought into conformity under the legal guarantee of conformity benefits from a six-month extension of this warranty. In the event of replacement of a non-compliant Item when, despite the consumer customer's choice, compliance has not been achieved by the Seller, the replacement triggers a new legal warranty period for the customer, starting from the delivery of the replaced Item.

If the requested compliance is impossible or results in disproportionate costs under the conditions set out in Article L 217-12 of the French Consumer Code, the Seller may refuse it. If the conditions set out in Article L 217-12 of the French Consumer Code are not met, the consumer customer may, after formal notice, pursue specific performance of the initially requested solution, in accordance with Articles 1221 et seq. of the French Civil Code.

Finally, the consumer customer may demand a price reduction or cancellation of the sale (unless the lack of conformity is minor) in the cases set out in Article L 217-14 of the French Consumer Code. When the lack of conformity is so serious that it justifies a price reduction or immediate cancellation of the sale, the consumer customer is not required to first request the repair or replacement of the non-compliant Item.

The price reduction is proportional to the difference between the value of the delivered Item and the value of the item in the absence of the lack of conformity.

In the event of cancellation of the sale, the consumer customer will be reimbursed for the price paid upon return of the non-compliant Items to the Seller, at the latter's expense.

The refund will be made upon receipt of the non-compliant Item or proof of its return by the consumer customer and no later than fourteen days thereafter, using the same payment method used by the consumer customer for payment, unless expressly agreed otherwise by the consumer customer and in any event at no additional cost.

The foregoing provisions are without prejudice to the possible award of damages to the customer for the loss suffered by the latter as a result of the lack of conformity.

#### 11.1.2. Legal Warranty against Hidden Defects

The Seller is liable for hidden defects under the legal warranty against hidden defects arising from a material, design, or manufacturing defect affecting the Items delivered and rendering them unfit for use.

The Consumer Customer may decide to invoke the warranty against hidden defects of the Items in accordance with Article 1641 of the Civil Code; in this case, they may choose between cancellation of the sale or a reduction in the sale price in accordance with Article 1644 of the Civil Code.

#### 11.1.3. Disclaimer of Warranties

The Seller shall not be liable in the following cases:

- non-compliance with the legislation of the country in which the Items are delivered, which it is the customer's responsibility to verify before placing an order,

- in the event of misuse, use for professional purposes, negligence, or lack of maintenance on the part of the customer, as well as in the event of normal wear and tear of the Item, accident, or force majeure.

Box inserted in the General Terms and Conditions pursuant to the provisions of Article D 211-2 of the French Consumer Code concerning legal guarantees of conformity and hidden defects:

The consumer has a period of two years from delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared. When the contract for the sale of the goods provides for the continuous supply of digital content or a digital service for a period exceeding two years, the legal guarantee is applicable to this digital content or this digital service throughout the planned supply period. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date on which it appeared. The legal guarantee of conformity requires the professional, where applicable, to provide all updates necessary to maintain the conformity of the goods. The legal guarantee of conformity gives the consumer the right to have the goods repaired or replaced within thirty days of their request, free of charge and without major inconvenience to them. If the good is repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial warranty. If the consumer requests the repair of the good, but the seller imposes a replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the good. The consumer may obtain a reduction in the purchase price by keeping the good or terminate the contract by receiving a full refund upon return of the good, if:

1° The professional refuses to repair or replace the good;

2° The repair or replacement of the good occurs after a period of thirty days;

3° The repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer definitively bears the costs of taking back or removing the non-compliant good, or if he bears the costs of installing the repaired or replaced good;

4° The non-conformity of the good persists despite the seller's unsuccessful attempt to bring it into conformity. The consumer also has the right to a reduction in the price of the good or to terminate the contract when the lack of conformity is so serious that it justifies immediate price reduction or termination of the contract. In this case, the consumer is not required to request the repair or replacement of the good beforehand. The consumer is not entitled to rescission of the sale if the lack of conformity is minor. Any period of immobilization of the good for the purpose of repair or replacement suspends the remaining warranty until delivery of the repaired good. The above-mentioned rights result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who, in bad faith, obstructs the implementation of the legal guarantee of conformity is liable to a civil fine of up to €300,000, which may be increased to 10% of average annual turnover (Article L. 241-5 of the French Consumer Code). The consumer also benefits from the legal guarantee against hidden defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the item is kept or to a full refund upon return of the item.

16 Insurance

ARTRADE certifies that it has taken out an insurance policy with a reputable, solvent insurance company established in France to cover the financial consequences that may result from its professional liability in connection with the performance of these Terms and Conditions.

In accordance with Articles L441-2 of the French Commercial Code and R111-2 of the French Consumer Code, ARTRADE states that it has taken out its professional liability insurance policy.

Upon written request from the User, ARTRADE undertakes to provide the User with any supporting documentation certifying the insurance coverage.

## 17 Miscellaneous

### 17.1 Force Majeure and Unforeseen Events

#### 17.1.1 Force Majeure

The User and ARTRADE shall not be held liable to the other in the event of non-performance of their obligations under these Terms and Conditions resulting from a case of force majeure within the meaning of Article 1218 of the French Civil Code. By express agreement, all events usually recognized as such by the case law of French courts and tribunals, with priority given to the case law of the Court of Cassation, are considered cases of force majeure.

By express agreement between the Parties, the following constitute cases of force majeure:

- the theft of Crypto-assets suffered by ARTRADE or one of its partners by any means whatsoever;
- the lack of energy supply, including power outages or blackouts;
- disruptions to private or public communication networks, including the total or partial shutdown of the Internet;
- computer hacking resulting in the inability of ARTRADE and/or its partners to restore the Services concerned;
- severe weather and climatic events (storms, hail, lightning, hurricanes, etc.);
- natural disasters, earthquakes, floods, water damage;
- magnetic fields;
- aircraft crashes;
- acts of terrorism; - war, riot, armed conflict, fire, explosion, internal or external strikes, lockouts, occupation of ARTRADE premises;
- legal or governmental restrictions, legal or regulatory changes to marketing practices;
- accidents of any kind;
- epidemics, pandemics, or illnesses affecting more than 10% of ARTRADE's personnel within a period of two consecutive months;

- road blockages and inability to procure supplies;

preventing the normal performance by a Party of its obligations under the T&Cs.

#### 17.1.2 Unforeseen Events

ARTRADE draws the User's attention to the risks inherent in any economic transaction, in particular any Transaction involving Crypto-assets. The User's use of the Services implies acceptance of these risks. As such, any financial losses incurred by the User resulting from the use of the Services shall not constitute a situation of unforeseen circumstances as defined in Article 1195 of the Civil Code and therefore do not entitle the User to rely on the legal regime for unforeseen circumstances provided for in this article, which the User expressly acknowledges and accepts. The same applies more generally in the event that the contractual balance is upset by circumstances that were unforeseeable at the time the General Terms and Conditions were entered into, even if their execution proves excessively onerous. The User agrees to bear all the economic and financial consequences thereof and, in this case, to waive the right to rely on the legal regime for unforeseen circumstances provided for in the aforementioned article of the Civil Code. 17.2 Non-waiver

The fact that one of the Parties tolerates a situation, for example, the failure to enforce certain provisions of the T&Cs or certain legal or regulatory provisions, regardless of their frequency and duration, shall not constitute an amendment to the T&Cs or have the effect of granting the other Party acquired rights.

Furthermore, such tolerance by one of the Parties, even if repeated, shall not constitute or be interpreted as a waiver by the latter of the right to assert or exercise the rights in question or to enforce any of the provisions of these T&Cs.

#### 17.3 Interpretation

In the event of difficulties of interpretation resulting from a contradiction between any of the headings appearing at the beginning of the articles and any of the articles, the headings shall be declared ineffective.

#### 17.4 Partial Invalidity

If one or more provisions of the T&Cs are held to be null, invalid, illegal, or inapplicable, or declared as such, pursuant to a law, regulation, or following a final decision of a court or competent authority, the other provisions shall remain applicable and shall retain their full force and scope.

#### 17.5 Independent Contractors

The Parties acknowledge that they are each acting on their own behalf as independent Parties of each other and as independent contractors, and these T&Cs may not be interpreted in any other manner. 17.6 Subcontracting

For the purposes of performing the T&Cs, and in particular the provision of the Services, ARTRADE may, at its discretion, use subcontractors. It is understood that ARTRADE will remain responsible to the User for the performance of the T&Cs in accordance with the terms and conditions of the T&Cs.

### 17.7 Assignment

The User's Personal Space may not be assigned or transferred to a third party, and the User may not assign or transfer the T&Cs, or all or part of their rights and obligations under the T&Cs, to a third party.

The User expressly agrees in advance that ARTRADE may assign or transfer the T&Cs or all or part of their rights and obligations under the T&Cs to a third party without prior notice or information to the User.

### 17.8 Calendar Days

Unless otherwise indicated, the deadlines and durations indicated in these T&Cs are in calendar days.

## 18 Mediation and Alternative Dispute Resolution

In accordance with the provisions of Articles L612-1 et seq. of the French Consumer Code, any User who qualifies as a consumer within the meaning of said code may seek the services of a consumer mediator free of charge with a view to amicably resolving a dispute between them and ARTRADE.

The organization designated by ARTRADE for this purpose is SAS Mediation Solution (<https://sasmediationsolution-conso.fr/>).

To contact this organization, the User may:

- 1) visit the following website: <https://sasmediationsolution-conso.fr/> and contact the mediator at the following address: [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr);
- 2) or send your complaint by post to the following address:

Médiation Solution

222, chemin de la bergerie 01800 SAINT JEAN DE NIOST

Tel: +33 04 82 53 93 06.

A dispute may only be examined by the consumer mediator if:

- the User provides proof of having previously attempted to resolve their dispute directly with ARTRADE by means of a written complaint expressly identified as such, detailing the reasons for their complaint and all information useful to ARTRADE to understand, study, and assess the causes, consequences, and implications of this complaint, and sent by email;
- the request is not manifestly unfounded or abusive;
- the dispute has not previously been examined or is not currently being examined by another mediator or by a court;

- the User submits their request to the mediator within a maximum of one year from the date of their written complaint to ARTRADE;
- the dispute falls within the jurisdiction of the mediator referred to them.

The User will be informed by the mediator of the outcome of their mediation request. Furthermore, the User is informed that, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has established an Online Dispute Resolution platform, facilitating the independent out-of-court resolution of online disputes between consumers and professionals in the European Union. This platform is accessible via the following link: <https://webgate.ec.europa.eu/odr/>

#### 19 Language - Applicable Law and Competent Jurisdiction

These General Terms and Conditions are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be authoritative in the event of a dispute.

THIS PLATFORM IS GOVERNED BY FRENCH LAW. THE CONTENT OFFERED THEREFORE COMPLIES WITH CURRENT FRENCH LAW. THE WEBSITE PUBLISHER SHALL NOT BE HELD LIABLE FOR NON-COMPLIANCE WITH THE LAWS OF THE COUNTRY OF CONNECTION.

THESE GENERAL TERMS AND CONDITIONS, AS WELL AS THE RELATIONSHIP BETWEEN ARTRADE AND THE USER, ARE ALSO GOVERNED BY FRENCH LAW. THIS APPLIES TO THE SUBSTANTIVE RULES AND RULES OF PROCEDURE, NOTWITHSTANDING THE PLACE OF PERFORMANCE OF SUBSTANTIAL OR ACCESSORY OBLIGATIONS.

IN THE EVENT OF A DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE GENERAL TERMS AND CONDITIONS, THE PARTIES WILL MAKE THEIR BEST EFFORTS TO FIND AN AMICABLE RESOLUTION. In the absence of an amicable resolution, the Paris Economic Activities Court shall have sole jurisdiction over disputes with professionals arising from the application of these General Terms and Conditions or resulting directly or indirectly from the use of the platform. The Paris Court shall have sole jurisdiction over disputes with consumers arising from the application of these General Terms and Conditions or resulting directly or indirectly from the use of the platform.

THE REFERENCE LANGUAGE FOR DISPUTE RESOLUTION THE LANGUAGE OF THE FOREGOING LANGUAGE, WITH RESPECT TO ANY DISPUTES, IS FRENCH.

THESE PROVISIONS RELATING TO APPLICABLE LAW AND JURISDICTION ARE APPLICABLE SUBJECT TO ANY MANDATORY PROVISIONS THAT MAY APPLY TO THE USER IN THEIR CAPACITY AS A CONSUMER WITHIN THE MEANING OF THE CONSUMER CODE, IF APPLICABLE (IN PARTICULAR, ARTICLE R.631-3 OF THE CONSUMER CODE).

BY EXCEPTION, AND IN THE ABSENCE OF AN AMICABLE RESOLUTION OF A DISPUTE BETWEEN ARTRADE AND A COMMERCIAL USER WITHIN THE MEANING OF ARTICLE L121-1 OF THE COMMERCIAL CODE, THE DISPUTE SHALL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY APPLICATIONS, EVEN FOR EMERGENCY PROCEDURES OR FOR CONSERVATORY PROCEDURES, IN SUMMARY PROCEEDINGS OR BY APPLICATION.