



ATR Token Sale Terms & Conditions - Initial ATR Coin Offering

Last revised: 8 December 2021

These ATR Token Sale Terms and Conditions (the “**Terms and Conditions**”) are the terms and conditions upon which Artrade.App, a *société par actions simplifiée* incorporated in France within the company registry of Paris under number 902 799 212 and a registered office at 39, rue de la Gare de Reuilly - BP 20006 75560 Paris cedex 12, France (the “**Seller**”) will sell the ATR Tokens which will be issued and then transferred to You (the “**Buyer**”).

The director of publication is Mr. Paul Weibel.

Please read this Agreement carefully before purchasing ATR Tokens, as it sets out and explains Your legal rights and obligations including waivers of rights, and limitation of liabilities. By utilizing the Services (as defined below) which will be offered by the Website (as defined below), and the future related mobile application, You acknowledge and agree you have read this document and that You agree to be bound by it.

By purchasing ATR Tokens prior to the launch of the project described in the White Paper, you will be automatically bound by these Terms and Conditions and the purchase of the ATR Tokens is subject to it, subject to the potential prevailing particular terms and conditions set forth therein.

We strongly recommend that you do not purchase ATR Tokens, if you are not an expert in cryptocurrencies and blockchain technology. Even if you have knowledge of the technology, you should consult your own lawyer, accountant and other professionals whereso required. The Seller will not be responsible in any way for any loss incurred by you resulting from the purchase of these ATR Tokens.

By purchasing ATR Tokens, using or otherwise accessing the Website, creating or registering an account, downloading content or other information, you shall be deemed to acknowledge that you do so with full consent and full knowledge of these Terms and Conditions having first obtained legal advice as to the full force and effect of these Terms and Conditions. Your participation will be deemed to be your undertaking that you satisfy this requirement and shall be deemed to be your unequivocal and express agreement to be bound by these Terms.

Only after that the Token Sale has been completed and the project described in the White Paper implemented, the Buyer of these ATR Tokens will have access to the Services.

BACKGROUND

Please visit the Website and read the White Paper (as defined below) for yourself. The Website and the White Paper provide a non-binding description of the platform currently being developed and the Services that will be offered by the Seller.

DEFINITIONS

Administrator - Token Generator and/or any third-party service provider contracted by the Token Generator in connection with the Token Sale.

Agreement - this Agreement exclusively and no other.

Artrade Platform - the platform which enables the use of the purchased ATR Tokens and allows the holders of the ATR Tokens to use the supplied Services.

ATR Token(s) - a decentralised, peer-to-peer BEP20 digital asset for the use of the services described in the White Paper built on the Binance Smart Chain, issued by the Token Generator, which facilitates or provides access to, advantages and discounts on, the Services offered by the Artrade Platform.

The ATR Token(s) shall be considered as digital asset (*actif numérique*) under French law and more precisely pursuant to Article L. 552-2 of the French Monetary and Financial Code.

AML - Anti Money Laundering.

Beneficial Owner – a natural person who ultimately owns or controls the Buyer and/or the natural person on whose behalf a transaction or activity is being conducted.

Blockchain – the underlying blockchain technology on which the ATR Token is issued. Unless otherwise decided by the Seller, the ATR Tokens will meet the BEP20 standard. By extension, it also refers to every blockchain technology the Buyer or Seller may use.

Buyer - the purchaser of the ATR Tokens, “Purchaser” “purchaser” “you”, “You” “your”, or “yourself”.

Prohibited Person - a person who is not eligible to purchase ATR Tokens under this Agreement by virtue of Clause 11.

Registered Buyer - those Buyers who have purchased ATR Tokens and the purchase has been registered by the Seller, and “You”, “Your” or “Yours” in these Terms and Conditions.

Sales Deck - the description on a non-binding basis of the project and of the ecosystem of the ATR Token, shared with the Buyer for instance via the website of the Token Generator. The Sales Deck may be modified and changed from time to time and is hereby incorporated for reference purposes only.

Schedule - any Schedule referred to or annexed to this Agreement and is an integral part of it.

Seller – Artrade.App, and “Us”, “We” or “Ours” in these Terms and Conditions.

Services - means the services that will be provided by the Seller and/or its affiliates, as described on a non-binding basis on the Website and the White Paper (as amended or changed from time to time).

Terms and Conditions - the terms and conditions contained in this Agreement.

This Jurisdiction - means France.

Token Generator - means the Seller.

Token Private Sale - Period during which ATR Tokens were available for sale with a bonus.

Token Round 1 Period - Period determined in the sole discretion of the Token Generator during which 150,000,000 ATR Tokens are available for sale with a 50% discount compared to the Token Round 3 Period.

Token Round 2 Period - Period determined in the sole discretion of the Token Generator during which 300,000,000 ATR Tokens are available for sale with a 25% discount compared to the Token Round 3 Period.

Token Round 3 Period - Period determined in the sole discretion of the Token Generator during which 450,000,000 ATR Tokens are available for sale with a 0% discount.

Token Sale Period - means the Token Private Sale, the Token Round 1 Period, the Token Round 2 Period and the Token Round 3 Period.

Token Sale - means the present ATR Tokens sale.

Website – means the ATR Token sale website at artrade.app.

White Paper - the description (on a non-binding basis) of the project and of the ecosystem of the ATR Token made available at <https://artrade.app/Artrade-whitepaper-en.pdf>. The White Paper may be modified and changed from time to time and is hereby incorporated for reference purposes only. The White Paper describes, for informational purpose only, the project, the specificities of the sale of the ATR tokens, the details of the Token Sale, the technical partners and security technologies used, the specificities of the ATR token and its issuance (*e.g.* cliff period and vesting).

RECITALS

WHEREAS, the Seller (and/or its affiliates) developed and is (and/or are) developing the Artrade Platform.

WHEREAS, the ATR Tokens are not investment tools and therefore this Agreement shall not be considered as or represent any kind of offer to purchase and/or the sale of any financial security or security tool or any kind of investment option.

WHEREAS, the Seller will issue ATR Tokens within the Artrade Platform.

WHEREAS, the Buyer wants to purchase the ATR Tokens and acknowledges and agrees to abide by the Terms and Conditions.

NOW THEREFORE, in mutual consideration of the covenants and agreements contained herein, the Seller and the Buyer agree as follows:

INTERPRETATION

Unless the context of this Agreement otherwise requires:

- words of any gender include all other genders;
- words using the singular or plural also include the plural or singular respectively;
- the terms “hereof”, “hereby”, “hereto” and derivatives of similar words refer to this entire document;
- the word “including” shall mean “including without limitation”.

The Terms and Conditions are only in respect of the sale and purchase of the ATR Tokens. Any potential future use of the ATR Tokens is in connection with the Services provided by the Seller and its affiliates on the Platform which will be governed by other applicable terms and conditions. These Services will be made available at the sole discretion of the Seller and its affiliates on the Website and/or the related mobile application.

1. SERVICES

1.1. The Buyer acknowledges and agrees that the ATR Tokens will be used as a digital means to pay for goods/services/NFTs on the Artrade Platform and as governance tokens, allowing its owners to be involved in certain decisions about the project, as determined from time to time by the Buyer.

1.2. The Buyer acknowledges and agrees that the ATR Token does not have attached to it any rights, neither express nor implied, other than the envisaged usage of the ATR Token to pay for goods/services/NFTs on the Artrade Platform and to participate to certain community decisions about the project, as determined from time to time by the Buyer.

1.3. The Buyer, upon purchasing ATR Tokens, acknowledges and agrees that they will not have any rights in, shares, security, ownership or any such other rights or any future rights to receive them, nor any intellectual property rights in the Seller and its affiliates.

1.4. Through the ATR Token, You may have access to the Services at a discounted price.

2. THE ATR TOKENS

The ATR Tokens are not intended to be any form of:

- security;
- commodity;
- any form of financial instrument; or
- investment.

Purchasers should have no expectation of influence over the Seller, including no governance right on the Seller and no access to its shareholders' general meetings as well as no rights to the Seller's earnings nor other interests in the Seller such as dividends.

Purchasers should have no expectation of price appreciation whatsoever.

The Purchaser acknowledges that the proceeds from the Token Sale will be indicated in the White Paper but ultimately shall be utilized by the Seller at its sole discretion.

Nothing in these Token Terms and Conditions shall be considered to constitute a prospectus of any sort whatsoever or a solicitation of investment of any kind. These Token Terms and Conditions are not an offering to buy or sell any securities in any jurisdiction.

Purchaser declares that the Seller has not solicited it in any form whatsoever, and that it has contacted the Buyer directly to buy ATR Tokens.

3. DEVELOPMENT

3.1. In purchasing the ATR Tokens, the Buyer acknowledges and agrees that Buyer fully understands that the Services are still in the development stage and are not yet available.

3.2. The Buyer acknowledges and agrees that he or she fully understands that the Services supplied for the use of the ATR Tokens form no part of this Agreement and are still in the development stage.

3.3. The Buyer acknowledges and agrees that the development of the applications and software for the use of the Website and the related mobile application may give rise to changes in the Services supplied in exchange for the ATR Tokens.

4. OFFER AND SALE

4.1. The Seller offers for sale to the Buyer ATR Tokens in accordance with the Terms and Conditions.

4.2. The Buyer agrees to purchase ATR Tokens offered for sale from the Seller in accordance with the Terms and Conditions.

4.3. The Buyer will, during the Token Sale Period, transfer to the Seller the agreed amount for the number of Tokens purchased.

4.3.1. The Seller, during this Token Sale Period, will register the purchase of the ATR Tokens, the number of ATR Tokens purchased and the full details of the Buyer.

4.3.2. The Seller will send updates and information to Registered Buyers in respect of the development and launch of the Platform and Services as described in this Agreement.

4.4. The number of available ATR Tokens is entirely the preserve of the Token Generator.

4.5. The Token Sale Period may be subject to change at the sole discretion of the Seller.

4.6. The Seller may terminate the Token Sale Period earlier at any time for any reason at its sole discretion.

5. OFFER PRICE

5.1. Unless otherwise agreed with the Seller, the nominal price per ATR Token is \$0,05. Bonus may be applicable during the Token Private Sale, the Round 1 Sale Period and the Round 2 Sale Period. The price per ATR Token may be subject to change at the sole discretion of the Seller.

5.2. The Seller does not give any guarantee that the price will remain static and it may change from time to time.

5.3. Buyers may pay in any currency, cryptocurrency or digital asset that is allowed under these Terms and Conditions. The exchange rate will be determined from time to time, according to the current market price provided by the Seller, on the Website.

5.4. For the avoidance of doubt, the purchase price is per ATR Token, multiplied by the number of ATR Tokens purchased.

5.5. In some circumstances, a small administration fee may be charged.

6. TOKEN PURCHASE PROCEDURE AND DELIVERY

6.1. The Seller reserves the right to amend and modify this Token Sale procedure at any time.

6.2. The Buyer should register its interest in the purchase of Tokens. This will be done through the Website which will require the Buyer to open an account.

6.3. Some information will be collected through our KYC identity verification provider, which will be mandatory. Specifically, we will verify the age, the name, and the residential address, as well as certain other information (We refer to this as the KYC information – *i.e.* information which is required by applicable law to be collected – please see our Privacy Policy (<https://artrade.app/pdc-en.pdf>) for further details).

6.4. Full instructions and procedures, upon registering and opening an account, will be provided by the Seller in respect of the purchase and payment of the ATR Tokens.

6.5. Authorised payment methods:

- Stablecoin: USDT and BUSD
- Crypto: ETH and BNB
- FIAT currency: Euro

6.6. Payment will not be deemed received until such a time as the entire purchase price, in whichever currency or cryptocurrency, has been paid in full. Any foreign exchange charges are the sole responsibility of the Buyer and no deduction must be made against the purchase price.

6.7. Failure to follow the instructions and procedures provided by the Seller or payment by any other means than those authorized are not accepted by the Seller.

6.8. The Buyer acknowledges and agrees that upon completion of the purchase of ATR Tokens, to the fullest extent applicable under law, no refunds and/or cancellations are permitted unless agreed in writing by the Seller or unless the cumulative funds raised in the context of the Token Private Sale, the Tokens Round 1 Period, the Tokens Round 2 Period plus the Tokens Round 3 Period are not at least equal to or greater than USD\$ 1,000,000.

The Buyer expressly waives his right of withdrawal pursuant to Article L. 221-28 of the French Consumer Code. However, the Seller - in its sole discretion – may examine on a case-by-case basis any requests in order to satisfy Buyers.

6.9. The Buyer acknowledges and agrees that he or she will accept the amount of ATR Tokens allotted by the Seller if the requested amount of ATR Tokens is not available

6.10. In the event that the purchase of ATR Tokens is not completed or fails for merely technical reasons, the Seller agrees to return to the Buyer any amount paid, less any reasonable transaction costs, (e.g. bank transaction costs) to the originating source only. This clause applies if the transaction is not subsequently completed.

6.11. The Seller reserves the right to refuse an ATR Token request application on any grounds, including, but not limited to, the following reasons:

- if the Buyer fails to complete any of the requested details in the application;
- if, to the complete satisfaction of the Seller, the Buyer’s identity cannot be verified;
- if any regulatory changes become adverse to the issuing of the ATR Tokens and/or continuance of the Services;
- the Buyer fails to give accurate or gives false information on the application or if the KYC service provider of the Seller rejects the application for any reason; or
- if the Buyer is a Prohibited Person.

6.12. The Seller may determine, at its sole discretion, that it is necessary to obtain certain information about the Buyer in order to comply with applicable laws or regulations in connection with selling ATR Tokens to the Buyer. The Buyer agrees to provide the Seller with such information promptly upon request. The Buyer acknowledges that the Seller may refuse to sell ATR Tokens to the Buyer until the Buyer provides such requested information and has determined that it is permissible to complete the purchase.

6.13. Upon completion of the purchase of the ATR Tokens in accordance with these Terms and Conditions, the Seller will deliver the purchased ATR Tokens to the ART wallet of the Buyer’s user account after the end of the Token Round 3 Period in accordance with the following release schedule:

ATR tokenomics & allocation				
contributors	%	cliff	vesting	details*
ICO round 1	50 %	2 months	6 months	15% at the end of the ICO > 2 months lockup > 15% every months
ICO round 2		1 months	4 months	20% at the end of the ICO > 1 month lockup > 20% every months
ICO round 3		/	/	Tokens are unlock at the end of the ICO period
reserve	22 %	6 months	18 months	Reserve will be used to provide market liquidity and community rewards 20% at the end of the ICO > 6 months lockup > 4,44% every months
marketing, airdrop & bounty	4 %	4 months	12 months	10% at the end of the ICO > 4 months lockup > 7% every months
private sale	1 %	4 months	12 months	10% at the end of the ICO > 4 months lockup > 7,5% every months
associates	9 %	6 months	18 months	5% at the end of the ICO > 6 months lockup > 7% every months
team & advisors	7 %	6 months	18 months	5% at the end of the ICO > 6 months lockup > 7% every months
seed supporters	7 %	6 months	18 months	5% at the end of the ICO > 6 months lockup > 7% every months
ICO sale = 50% of the total token's supply				

This above release schedule will be applicable to all Buyers pro rata to the amount of ATR Tokens they have purchased during the Token Sale.

For illustrative purposes only, if a Buyer purchased 100 ATR Tokens during the Token Round 1 Period, 15 ATR Tokens will be released after the closing of the Token Round 3 Period. Then, after 2 months following the closing of the Token Round 3 Period (the cliff period), 15 ATR Tokens will be released every month until full release of the ATR Tokens purchased by said Buyer.

The Seller reserves the right, at its sole discretion, to extend the time of release of the ATR Tokens for technical, cybersecurity or other relevant issues it reasonably believes may affect the delivery time.

6.14. For the avoidance of doubt, any extension of the release time of the ATR Tokens shall not affect the obligation of the Seller to make delivery to the Buyer of the purchased ATR Tokens.

6.15. The ATR Tokens are non-refundable under any circumstances (with the exception of the case of not reaching the small cap of USD\$ 1,000,000 referred to in article 6.8) and the Seller gives no guarantee and makes no representations as to the future value of the ATR Tokens.

7. WALLET

7.1. The Seller will deliver the ATR Tokens to the Buyer in the ART wallet of his user account.

7.2. The Buyer must keep the wallet and its security protocols safe and not share them with any other person.

8. ANTI MONEY LAUNDERING (AML) POLICY

8.1. Money laundering is the process of which proceeds of crime or terrorism are changed to give the appearance that such funds come from legitimate sources.

8.2. Money laundering activities may come in many forms, from a simple single act to sophisticated and complex multiple schemes. Such money passing from person to person or through company to company being handled by multiple methods through multiple property to disguise its source.

8.3. The Third European Directive 2005/60 / EC, the Implementing Directive 2006/70 / EC, the Fourth Directive (EU) 2015/849, the Fifth Directive (EU) 2016/0208, impose legal obligations on all companies with respect to money laundering.

8.5. This is a very limited part of the full internal company AML policy.

9. ANTI MONEY LAUNDERING VERIFICATION

9.1. The Token Generator and Administrator will:

- require verification of the identity of the Buyer through our third-party AML identification and verification providers
- require, in some situations (examples include, but are not limited to, large transactions, high-risk transactions or inconsistencies according to our records), additional information (examples include, but are not limited to, proof of source of funds).

If the verification evidence supplied does not meet with AML requirements, Token Generator or the Administrator will not allow the participation to the Token Sale and will return possible obtained funds minus the administration fee referred to in Clause 5.5 above, without interest, to the originating source at the Buyer's expense.

The Buyer acknowledges and agrees to release the Token Generator and Administrator from all and any claims for loss that it may suffer as a result of this action and hereby waives such claims.

The Buyer hereby declares that he or she will indemnify the Token Generator and the Administrator and each of them, against all and any losses that the Token Generator or the Administrator could suffer from or in connection with a failure to process purchase of the ATR Tokens.

9.2. The Buyer acknowledges and agrees that he or she is aware of the AML reporting requirements and that any report will not be treated as or considered a breach of privacy but as a legal obligation on behalf of the Token Generator or Administrator.

9.3. The Buyer confirms that he or she is not a Prohibited Person (see Clause 11).

9.4. If the Buyer has any Beneficial Owners, he or she confirms that he or she has undertaken all reasonable due diligence and that the Beneficial Owner is not a Prohibited Person.

9.5. The Seller may apply in the future for a Virtual Asset Service Provider ("VASP" or "PSAN") registration in France. Therefore, where the Token Generator and/or the Administrator suspects or has reasonable grounds to suspect, on the basis of information obtained in the course of carrying on its business, that the Buyer or anyone else has been or is engaged in an offence of money laundering or terrorist financing, the Token Generator and/or the Administrator has an obligation to report this to competent authority which would include reporting details of the suspicion and divulging the Buyer's name and details.

10. DATA PROTECTION

10.1 You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with these Terms and Conditions, or the Services. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and
- if from time to time we provide you with access to a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

10.2 Please see our Privacy Policy on more information regarding the protection of your personal data (<https://artrade.app/pdc-en.pdf>).

11. PROHIBITED PERSONS

11.1. Persons from the following countries will be ineligible to purchase ATR Tokens during the Token Sale: Afghanistan, Albania, Angola, Azerbaijan, Bosnia and Herzegovina, Bahamas, Barbados, Burma, Botswana, Burkina Faso, Burundi, Cayman Islands, Cambodia, Cameroon, Crimea (Ukraine), Chad, China, Congo, Congo (Democratic Republic), Cuba, Ethiopia, Eritrea, Fiji, Palau, Ghana, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Lao people Democratic Republic, Liberia, Libya, Madagascar, Malia, Mozambique, Nicaragua, Uganda, Nigeria, Korea North, Pakistan, Panama, Puerto Rico, American Samoa, Senegal, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Trinidad and Tobago, Turkmenistan, Uganda, United States, Uzbekistan, Vanuatu, Venezuela , Virgin Islands (United States), Yemen, Zimbabwe.

11.2. The Token Generator and/or the Administrator will undertake verification of nationality and other identifiers (see Clauses 6.3 and 9.1).

11.3. Persons under the age of 18 will be ineligible to purchase ATR Tokens during the Token Sale Period.

11.4. Politically Exposed Persons (PEP) will be ineligible to purchase ATR Tokens during the Token Sale Period.

12. ACKNOWLEDGEMENT OF RISK

12.1. You represent and warrant that You fully understand and have significant experience of cryptocurrencies, digital assets, blockchain systems and services, and You fully understand the risks associated with the trading of cryptocurrencies and digital assets as well as the mechanics related to the use of such cryptocurrencies and digital assets (including with respect to their storage and exchange).

12.2. You acknowledge that trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics.

12.3. You represent and warrant that You are not entering into transactions that are above Your financial abilities. Also, cryptocurrencies and digital assets are not suitable for people without the relevant knowledge and/or experience. You further represent and guarantee that You are aware of the risks related to cryptocurrencies and digital assets, for which You are solely responsible and liable.

12.4. The Buyer acknowledges and agrees that there are risks associated with purchasing ATR Tokens, owning ATR Tokens, and using ATR Tokens for the provision or receipt of Services of the Seller and its affiliates. By purchasing ATR Tokens, the Buyer expressly acknowledges and assumes these risks.

12.5. The Buyer acknowledges and agrees that he or she understands that he or she may lose some of or all of his or her contribution in this Token Sale.

12.6. Without prejudice to 6.8 and 6.9, the Buyer acknowledges and agrees that he or she has no right to obtain a refund of his or her contribution (with the exception of the case of not reaching the small cap of USD\$ 1,000,000 referred to in article 6.8), or otherwise cancel his or her purchase of the ATR Tokens obtained via this Token Sale, once such purchase is completed due to the uncertainties of the value to be attributed to the ATR Tokens once purchased and/or the fluctuations inherent in the value of cryptocurrency generally.

12.7. The Buyer acknowledges and agrees that he or she has sufficient understanding and knowledge of the technical and business matters (including those being developed by the Seller, cryptocurrency storage systems, e.g., wallets) to understand this Token Sale and to appreciate the risks and implications of purchasing ATR Tokens.

12.8. The Buyer acknowledges and agrees that he is aware that crypto-currencies and digital assets operate in a network without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks. Their value is not guaranteed and depend on unregulated markets. Therefore, You acknowledge and agree that if the platform and the Services are finally not developed or cannot function properly, the ATR Tokens will not be refunded which is a significant risk that You accept. Moreover, there is no guarantee of liquidity with respect to the ATR Tokens as well as the existence of a secondary market. As a result, The Buyer may not be able to sell its ATR Tokens easily or at prices that would provide him with a valuation gain comparable to similar investments benefiting from a developed secondary market.

13. REPRESENTATION, WARRANTIES AND COVENANTS

You hereby agree that by purchasing the ATR Token(s), you warrant and represent the following to be true:

13.1 You are not a Prohibited Person. If you purchase the ATR Token(s), we are deeming the purchase to be your undertaking that you are not a Prohibited Person.

13.2 You have not received advice from the Seller or any employee or agent of the Seller regarding purchasing the ATR Token(s).

13.3 You are legally permitted to purchase and hold the ATR Token(s) in your jurisdiction.

13.4 You are of legal age to purchase and hold the ATR Token(s) and are not aware of any legal reason preventing you from so doing in your jurisdiction or in this jurisdiction.

13.5 You are of sound mind and have the requisite power and authority to understand and agree to these Terms and Conditions and to carry out and perform the obligations as set out hereunder.

13.6 You will supply all AML and KYC documentation required as set out in these Terms and Conditions and any other such documentation that may be so reasonably required by the Seller or the Administrator from time to time to fulfil any legal, regulatory or other obligation.

13.7 The funds you provide including any fiat, cryptocurrency have not been derived from or related to any unlawful activity including but not limited to money laundering, terrorist financing and furthermore you agree that you will not use the ATR Tokens, Website, account, Technology or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes. The Seller reserves the right to terminate your use thereof should you use or attempt to use the ATR Tokens, Website, account, Technology or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes.

13.8 You will notify us of any change in the information you supply to us.

13.9 You will only use the Website, account, Technology and Artrade Platform for your personal and sole use and will not resell it to a third party.

13.10 You will not authorise others to use your account.

13.11 You will not assign or otherwise transfer your account to any other person or legal entity; You will not use an account that is subject to any rights of a person other than you without appropriate authorisation.

13.12 You will not use the Website, account, ATR Token(s), Technology or Artrade Platform to cause nuisance, annoyance, or inconvenience.

13.13 You will not impair the proper operation of the Business of the Seller.

13.14 You will not try to harm the Business of the Seller or the ATR Tokens, in any way whatsoever.

13.15 You will keep secure and confidential your account password or any identification we provide you which allows access to any of the account or ATR Token(s). You will only use an access point or other data account which you are authorised to use.

13.16 You hereby note you are solely responsible for your own tax liability, if any, in relation to the ATR Token(s) which may adversely affect you including but not limited to withholding taxes, income tax, VAT, CGT or other applicable taxes

13.17 You hereby note that you have sole responsibility for the acquisition, appreciation or depreciation of the value of the ATR Token(s).

13.18 You will hold a suitable online or offline wallet or storage mechanism to support the ATR Token(s).

14. LIMITATION OF LIABILITY

14.1. To the maximum extent permitted by law and any regulatory provisions to which We are subject to, You acknowledge and agree that the entire risk arising out of Your participation in and purchasing of the ATR Tokens is entirely Yours and remains with You at all times, before, during and after such risk may apply.

14.2. Neither We nor any other party involved in the creation, production, or delivery of the ATR Tokens will be liable, in any way, for any incidental, special, exemplary, legal (reasonable costs) or consequential losses or damages, this to include but not exclusively, loss of profits, loss of data (excluding personal data, which specific policies are stated in our privacy policy), loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages whatsoever of a personal nature, including bodily injury, emotional distress arising out of or in connection with these ATR Tokens whether or not they are based on warranty, contract, tort, this to include negligence, product liability or any other such thing, whether or not We have been informed of such matters and the possibility of any such damages or alike, this also, even if a limited remedy set forth and contained in these Terms and Conditions has failed or could fail, because of essential purpose.

14.3. Our aggregate liability for any circumstance or event arising out of or in connection with these Terms and Conditions will be limited to, and will in no event exceed, the amount You have paid to purchase the ATR Tokens during the Token Sale. The limitations of damages set forth in this Clause is a fundamental element of the basis of the bargain between Us and You.

14.4. The Buyer should always ensure the security of any password, account number issued, or any other type of secret code.

14.5. The Buyer must not share his password, account number and secret codes with any other person.

14.6. The Seller will not be liable, under any circumstances, for any loss or damage incurred by the Buyer in respect of any breach of security in respect of his password, account number and secret codes.

14.7. If the Buyer suspects or knows of any breach of security of his password, account number or secret codes he or she must report it to the Seller immediately.

15. CHANGES TO THIS AGREEMENT

15.1. These Terms and Conditions may be revised or updated from time to time. Accordingly, you should check the Terms and Conditions for updates. You can determine when the Terms and Conditions were last revised by referring to the “Last Revised” legend at the top of this document.

15.2. Each time you access our Website, or upon the purchase of any ATR Tokens, You signify Your acceptance of the then-current Terms and Conditions.

15.3. Any changes in these Terms and Conditions take effect upon posting and apply only to your use of our Website and the Terms and Conditions of the purchase of any ATR Tokens or information collected from you on and after Last Revised date, unless we have other communications with you.

15.4. We may make changes to the Website or the Terms and Conditions of the Token Sale at any time.

15.5. You understand and agree that We may discontinue or restrict Your use of our Website or associated mobile application at any time for any reason or no reason with or without notice and without reference to You and there is no right of appeal.

15.6. It is Your responsibility to collaborate with Us whilst we ensure that Your personal data held on this Site is always up to date.

16. INDEMNIFICATION

You agree to release, indemnify, and hold Us and Our contractors, sub-contractor, affiliates and subsidiaries and agents and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with Your violation of any of these Terms and Conditions.

17. DISCLAIMERS

17.1. If you choose to purchase ATR Tokens, you do so entirely at your own risk and, to the fullest extent permitted by applicable law, subject to the terms contained in this clause 17.

17.2. You acknowledge and agree that we do not have any obligations, whatsoever, or under any circumstances, to conduct any checks not required by applicable law, including but not limited to, background checks, on any Buyer.

17.3. We will only make such checks as are required by law or in our opinion reasonably necessary in order to offer the ATR Tokens in the Token Sale.

17.4. You hereby acknowledge and agree that the ATR Tokens and Token Sale as well as the Website or associated mobile application are made available ‘as is’ and ‘as available’, with no warranties of any kind whatsoever and that, without prejudice to the generality of the foregoing, we make no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose or performance of the same.

17.5 We make no warranty that the Token Sale, including but not restricted to, any information provided via any communication will meet Your requirements or will be available or made available in an uninterrupted, secure or error-free basis.

17.6. We make no warranty in respect of the quality of any content, truthfulness, completeness or reliability of any content obtained through the Website

17.7. No advice or information, whether either oral or in writing, obtained from Us or Our website will create any warranty expressly or otherwise, herein.

17.8. We disclaim any liability for interruption, delay or errors in use and is not liable for any loss whatsoever whether direct, indirect or consequential loss.

17.9. The Seller does not guarantee, warrant or represent that any item downloaded from the Internet on this Website is free from viruses. You are explicitly responsible for implementing appropriate procedures, anti-virus protection and software to protect yourself and your data. In this regard, The Seller is not liable for any damage caused to your equipment due to the use of the Website or through material posted on or linked to any Website. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us Your use is entirely at your own risk.

17.10. The Seller bears no responsibility for the success or otherwise of the ATR Token(s), You hereby acknowledge that the ATR Token is in development stage and therefore the Seller cannot provide any warranty whatsoever in relation to the success or otherwise of the Token. The ATR Token may have no value and you as Purchaser may lose all amounts paid. The Purchaser agrees, understands and assumes all risks in relation to purchase price.

17.11. Third-Party Links. The Website may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Website, you do so at your own risk, and you understand that these Terms do not apply to your use of such sites. You expressly relieve us from any and all liability arising from your use of any third-

party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Website, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

17.12. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

17.13. The regulatory status of the ATR Token(s), remains unclear or unsettled in many jurisdictions. Indeed some jurisdictions may implement legislation that will affect the ATR Token(s), The Seller accepts no liability in relation to regulatory action that may be taken or which may affect the Seller in the future. Furthermore the Seller may cease operations in a jurisdiction which takes regulatory action, changes laws adversely or makes it commercially undesirable to trade in such jurisdiction.

17.14. The Buyer acknowledges and agrees that the purchase of ATR Tokens does not give the Buyer any rights in the form of equity or debt interest in the Seller and/or its affiliates. The Buyers rights are strictly limited to those set out under these Terms and Conditions.

17.15. The Buyer acknowledges and agrees that in purchasing these ATR Tokens, the Buyer is subject to and bound by these Terms and Conditions, as may be amended from time to time.

17.16. The Buyer acknowledges and agrees that to the fullest extent permitted under applicable law, nothing in these Terms and Conditions represents or warrants any form of performance of the purchased ATR Tokens. They are strictly for the use described in these Terms and Conditions.

17.17. The Buyer acknowledges and agrees that the Buyer may only access the Website using authorised means. The Seller is not liable if you do not have a compatible mobile device, computer, operating system, browser, or any other software or hardware with which the Technology is not compatible. The Seller reserves the right to terminate your use thereof should you use or attempt to use an incompatible or unauthorised device.

17.18. You must immediately notify us of any known or suspected unauthorised use of your account or any known or suspected breach of security, including, but not limited to loss, theft, or unauthorised disclosure of your password. **YOU ARE RESPONSIBLE FOR ALL ACTIVITY IN YOUR ACCOUNT.** Any fraudulent, misleading, abusive, or illegal activity may be grounds for termination of your account at our sole discretion and we may refer you to appropriate law enforcement agencies in this jurisdiction or any other appropriate jurisdiction.

The disclaimers, terms and conditions on these pages are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by the Seller, including through a registration or

subscription process, or other means. In the event of a conflict between the Terms of Use and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall take precedence.

18. PROVISIONS

18.1. Any reference to statute, enactment, order or regulation or other similar instrument made in this Agreement, shall be construed as a reference to the instrument as it is in force for the time being taking into account any amendment, extension, application, consolidation or re-enactment and includes all and any subordinate legislations for the time being in-force.

18.2. In the event that one or more of these Terms and Conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality or unenforceability be deemed to be severed and removed and all remaining terms shall remain in full force and effect.

18.3. This Agreement constitutes the entire Agreement (this to include any other provisions referred within this Agreement) and supersedes any and all previous agreements.

19. GENERAL TERMS

19.1. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that you are able to print the communications for your records. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to dpo@artrade.app.

Other than set out above, any notice shall be in writing addressed to the other Party at its registered office or principal place or business or other such address as may, from time to time have been notified for this particular purpose. Notice shall be deemed to have been received:

- if sent by prepaid first-class post, three (3) days (excluding any non-working day) after posting, this not to include the day of posting;
- if delivered by hand and given into the hand of a responsible person who signs for receipt; or
- if sent by email, delivery is deemed at the time an express non-automated acknowledgement is received from the intended recipient.

19.2. The e-mail address you provide during the registration process will be the e-mail address we will use for all ATR Token related communications to you. We may also send you messages directly via your account. It is your responsibility to monitor these messages and respond in an appropriate manner. You represent and warrant that any information you enter is correct and applies only to you and that you will keep your e-mail address and other information about you in your account up-to-date.

19.3. All communications and data we collect are subject to our privacy policy (<https://artrade.app/pdc-en.pdf>).

19.4. Force Majeure; the Seller shall not bear any liability for any failure or delay in the performance of its obligations under this Agreement if such delay or failure to perform is due to any Force Majeure, for the purpose of this Agreement, Force Majeure shall be defined as any act, omissions, cause or circumstance beyond the reasonable control of the Seller, this to include without any limitations: acts of god, war, national emergency, protests or rebellion, civil commotion, riots or strikes and any form of industrial dispute (whether or not involving either party's work force), earthquake, flood, drought, epidemic, fire, explosion, act of terrorism, or any other act ordered by any government, council or constituted body.

19.5. Any waiver of any breach of this Agreement by the Seller, or any default, under any provision of the Agreement by the Buyer shall only be valid if agreed in writing. Any further or subsequent breach or default by the Buyer whether similar or otherwise shall in no way affect this Agreement. Similarly, any failure or delay, by either Party to this Agreement, to insist upon strict performance of any of the provisions of the Agreement shall not be construed as a waiver of any of its rights, under this Agreement.

19.6. These Terms and Conditions contains all of the terms which the Parties have agreed to in relation to the use of the Artrade Platform, Website and purchase of ATR Tokens and the Terms and Conditions supersede any prior written or oral content, agreement, representations or undertakings between the Parties or made by third parties. It is acknowledged by the Purchaser that they have not acted, relied on or been induced to enter into the purchase of ATR Tokens by reason of any representations made by or on behalf of the Seller.

20. ASSIGN

The Seller reserves the right to assign our rights and duties under these Terms and Conditions to any person at any time without notice to you, nor will we contact you or seek your approval on any such assignment.

21. LAW AND JURISDICTION

21.1. These Terms and Conditions shall be governed and construed in accordance with the laws of France.

21.2. You acknowledge and accept that in the event of a claim or dispute, they shall be submitted to the exclusive jurisdiction of the Paris Court of Appeal.

21.3. The Buyer is informed that he may seek conventional mediation, particularly with the French Consumer Mediation Commission (*Commission d'évaluation et de contrôle de la médiation de la consommation*). The Buyer can also contact the online dispute resolution service of the European Commission at the following address: <https://ec.europa.eu/consumers/odr>.

21.4. These Terms and Conditions may be translated by the Seller or third parties into other languages. The English version will prevail in case of differences arising in translation.

22. CONTACT US

With questions, e-mail support@artrade.app