



Briq NFT App T&Cs

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Definitions

1. Where drafted in upper case, the following definitions are applicable to the entire T&Cs:

App or Briq App	refers to the front-end digital application owned and developed by Briq and accessible through the Website.
Blockchain	refers to a permissionless public ledger supporting the distributed recording of encrypted data, such as the Ethereum blockchain, including any of its scalability “Layer 2” solutions.
Blockchain Address	refers to a unique sequence of numbers, letters and cryptographic functions stored on a Blockchain.
Booklet	refers to one NFT containing the instructions required to create an Original Set.
Briq	refers to (i) a fungible token or (ii) one NFT, included in a Set that may be used to build a Model Set or Original Sets using the Briq App.
Company	refers to S&L Technologies, a company registered to the Bobigny trade and companies register under number 901 570 754 and headquartered 7 Place de l’Hôtel de ville, 93600, Aulnay-sous-bois.
Crypto-asset	refers to any kind of fungible digital asset operating on a Blockchain, such as a (i) utility token or (ii) a virtual currency designed to work as a medium of exchange (e.g., bitcoins, ethers).
Documentation	refers to the technical documentation related to the Briq App, available here .
Ethereum	refers to the Ethereum Blockchain.
External Wallet	refers to a non-custodial digital wallet owned by a Buyer enabling the ownership of, and the execution of transactions on, Crypto-assets, stored and relying on a Blockchain.
License	refers to the intellectual property license granted on a Model Set by the Company to the NFT buyers, following the purchase of an Box during a Primary Sale, according to the terms of the Creative Commons 1.0 Universal License .
NFT	refers to a token complying with the ERC-721 standard and/or the ERC-1155 standard or other similar “non-fungible” token standard associated with and relying on a Blockchain.
Primary Sale	refers to any initial and first public sale of one or several Sets, Boxes or NFTs of any kind conducted by the Company.
Set	refers to one NFT containing a set of other NFTs, and in particular Briqs, initially created by the Company and deployed through the Company smart contracts and (as the case may be), originally minted by the Company on a Blockchain.
Set Related Rights	refers to the copyrights and/or <i>droit d’auteur</i> and related rights on the digital elements associated with a Model Set, subject to the License.
Secondary Market	refers to the secondary market for Sets where Sets may be traded between Users and/or third-parties on third-party services (e.g., NFT marketplaces).
Starknet	refers to the “Layer 2” scalability solution of Ethereum developed by StarkWare Industries Ltd, where the App is, <i>inter alia</i> , available to the public.
T&Cs	refers to the present terms & conditions.

ToS	refers to the Briq NFT General Terms of Sale which govern the sale of NFTs by the Company to the public.
Unbox	refers to the irreversible action of <i>burning</i> a Box in order to receive the Briqs and the Booklet associated with the Model Set.
User	refers to a natural person acting as a consumer using the Briq App.
Website	refers to the website https://briq.construction and all its subdomains, including https://briq.construction/builder .

1. Purpose and scope

2. The Company operates the Briq App, which is a building and composability online web3 protocol allowing its Users to use Briqs, and as the case may be Booklets, included in Sets, to create NFTs that can be traded, combined or disassembled on the Ethereum Blockchain and in particular, the layer 2 protocol StarkNet.
3. The purpose of the T&Cs is to define the conditions under which the App may be accessed and used, as well as to define the rights and obligations of Users and the Company in this context.
4. These T&S do not govern the sale of Sets by the Company, which are subject to the Briq ToS, nor sales on the Secondary Market which may occur between Users or third-parties.
5. The use of the Briq App is strictly reserved to consumers as defined in European Union laws and regulations (in particular, Directive 2011/83/EU of the European Parliament and the Council on consumer rights and the case law of the Court of Justice of the European Union).
6. Users understand that the Briq App and the Website are provided freely to any natural or legal person without any compensation of any kind, including the provision of personal data which are strictly limited to the proper functioning of the Briq App, as mentioned in Briq's privacy policy available on the Website.

2. Acceptance and amendment

2.1 Acceptance

7. These T&Cs apply, without restriction or reservation, to any use of the Briq App and the Website.
8. While signing the corresponding transaction with his/her External Wallet, the User materializes his/her consent to the T&Cs.
9. The T&Cs and their different versions over time may be read and accessed in permanent conditions of accessibility on the Website.
10. Each User acknowledges that he/she has the capacity to contract with the Company, and to use the Briq App according to the laws where he/she is established, declares that any information provided is accurate, especially pre-contractual and contractual information, and declares that he/she has read and accepted the T&Cs.

2.2 Amendment of the T&Cs; Evolution of the Briq App

11. In order to improve their features and quality, the Company may regularly modify the Website and the Briq App. In particular, the Company may add, remove or replace certain functions, functionalities and features on the Briq App at any time.

12. Therefore, the Company may modify the T&Cs from time to time. Users will be informed of changes 7 days before the new version comes into force by way of publication on the Website.

3. Essential features of the services provided by the Company

3.1 Prerequisites

13. In order to interact with the Briq App, Users must (i) use a Chrome web browser, (ii) a wallet compatible with StarkNet (e.g. [Argent X](#) and [Braavos](#)).
14. Users can use the App free of charge but they will have to hold Briqs or Sets previously purchased from the Company or on the Secondary Market to access specific functionalities such as minting and disassembling.

3.2 Briq Builder

15. The Briq builder is a digital interface containing an online construction system that allows building and managing Sets.
16. From the builder, each User may browse the Sets of his/her own, managing their constructions, and in particular:
 - **Exporting a Set:** each Set may be exported on the Blockchain or saved on a computer as a local copy. Each time the Set is exported on a Blockchain, the Briqs used inside a Set are not the property of the User anymore but stored inside the created Set on the Blockchain. The set is owned by the User who created it.
 - **Managing Sets:** the Builder allows User to have access to Sets built, exported or transferred on the Blockchain.
 - **Sharing Sets:** the builder allows Users to share a copy of Sets on third-party websites such as Twitter.
 - **Importing Sets:** Sets that have been saved as local copies on computers may be imported in the Briq App using the corresponding functionality. Only Briq's own specific voxel file format (recommended format) and .vox files (with limitations) are supported.
 - **Creating Original Sets:** the builder may be used to create Original Sets, in which case the Sets will be stored on local copies until the Sets are minted on the Blockchain. Creating Original Sets does not require Blockchain interactions.
 - **Disassembling Sets:** disassembling of a Set allows Users to reclaim Briqs from a Set in which case the Set will be deleted (*burned*) from the state of the Blockchain.
 - **Transferring Sets:** Sets may be transferred to third-parties having a Blockchain Address on Starknet by exporting the Set locally and sending the .json file to the recipient.
 - **Receiving Sets:** to receive Sets, Users must share their Starknet Blockchain Address with the third-party or other User sending the Set.
 - **Migrating Sets:** Sets can be migrated in order to have them based on the latest version of the briq smart contracts.

- **Minting Sets:** Users can mint Sets on the Blockchain, which will have the consequence to register and spend Briqs on the state of the Blockchain. Minted Sets can be downloaded from the App and stored as local copies on a computer.

3.3 Documentation

17. In order to benefit from the Briq App and use it for its intended purpose, Users are invited to consult and understand the Documentation related to the App, edited by the Company. Users understand and accept that the Briq App is provided subject to the technical constraints, functionalities, conditions and explanations referred to in such documentation.

3.4 Assets

18. Assets include the following types of NFTs:
 - **Boxes** refer to NFTs sold by the Company in the context of a Primary sale. Boxes are NFTs complying, mostly, with the ERC-721 NFT Ethereum technical standard. Each Box contains (i) a number of Briqs, which are NFTs behaving in a similar way to the ERC-1155 NFT Ethereum technical standard, and (ii) an associated and dedicated Booklet which contains instructions to build and / or create Model Sets using the Briq App. Boxes may be held as purchased from the Company, without going through the Unbox phase and / or sold as is on the Secondary Market.
 - **Model Sets** refer to Boxes which have been through the Unbox phase and are built as distinct NFTs through the Briq App according to the instructions contained in a Booklet;
 - **Booklets** refer to NFTs complying, mostly with the ERC-1155 Ethereum technical standard, containing instructions to build Model Sets. They are required during the minting of the Model Set to obtain the official metadata and are stored inside the Model Set.
 - **Original Sets** are original NFTs created by Users with the Briq App, using only the Briqs of a Set or combining such Briqs with Briqs from another Set, in order to create another original NFT different from the associated Model Set.
19. For more information on Sets and the possibilities offered to while using the Briq App, Users are invited to consult the Documentation.

4. Transaction fees

20. Creating, buying, selling or transferring Crypto-assets and/or NFTs, in particular Sets, may be subject to transaction fees from the corresponding Blockchain (including so-called “gas” fees).
21. Transaction / gas fees are paid to transaction validators having an activity on the corresponding Blockchain through Users’ independent wallet as consideration for validating transactions and operating Blockchains. Transactions fees are either (i) set by Users through the User’s External Wallet operating on the corresponding Blockchain or (ii) set directly by the functionalities of the corresponding Blockchain, based on the market conditions on such Blockchain.
22. The Company has no control whatsoever over the price of transaction fees. Users are made aware that the use of the Briq App can lead to transaction fees, which may be high from time to time, depending on market conditions and the corresponding Blockchain.

5. Commitments from the Company

23. The Company will make its best efforts to make the Briq App available to the Users according to the Documentation and ensure its accessibility and proper operation.
24. To this end, the Company undertakes to ensure that the Briq App is accessible 24/7, except in the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party, and subject to potential breakdowns, maintenance interventions and updates required for the proper operation of the Briq App. Due to the specific characteristics of the Internet and telecommunications networks, the Company cannot guarantee the continuous availability of the Briq App and the Website

6. User commitments

25. Users acknowledge and agree:
 - to comply with the laws and regulations in force in the country in which they are located and to refrain from disrupting public order and to avoid violating any legislative or regulatory provisions;
 - to refrain from fraudulent activities such as « *wash-trading* » activities, artificial « *pump and dump* » schemes, rug-pull, scams or other forms of fraud;
 - to implement any measures that might safeguard the security and confidentiality of their credentials, passwords, seed phrase, payment details;
 - that they are of legal age and have the capacity to enter into an agreement with the Company and as the case may be, with other Users, in accordance with the laws of the country in which they are located;
 - to use the Website and the App in accordance with its intended purpose and objective.
26. Users understand and accept that the following acts are strictly prohibited: any behaviour that disrupts, suspends, slows or prevents the continuity of the Website and the Briq App; the publication of illicit content, for example, pornographic content or content that is in breach of an intellectual property rights ; any intrusion or attempted intrusion into the Company's information systems; any action placing a disproportionate load on the Company's digital infrastructures; any infringement of the security and authentication measures; any act infringing the Company's rights and financial interests, whether commercial or legal; any copying and/or misappropriation of the Briq App and/or the Company's digital infrastructure; more generally, any practice of misusing the App, for purposes other than those for which it was designed.

7. Liability

27. Users expressly understand and agree that access to the Website and the use of the Briq App is at the User's own risk, and that the Briq App and the Website are provided without warranty of any kind, either express or implied.
28. To the fullest extent permitted by law, the Company does not represent or warrant that: (i) access to or use of the Briq App or the Website will be uninterrupted, timely, secure or error-free; (ii) data provided by the Briq App or on the Website will always be accurate; (iii) the Briq App are free of malware or other harmful components.
29. Users accept the security risks inherent in experimental technologies such as Blockchains, Crypto-assets and NFTs, and agree that the Company shall not be liable for any breach of security unless caused by gross negligence on the part of the Company.

30. The Company may only be obliged to the reparation of direct and foreseeable damages caused by a breach related to the provision of the Briq App. Consequently, the Company will not, in any circumstance, be held liable for any other damages and losses suffered by the Client, in particular indirect damages (indirect damages include, but are not limited to, earning or profit losses, commercial damages, the consequences of complaints, actions, claims of third parties).
31. In particular, unless otherwise provided by law or regulation, the Company shall not be held liable for:
- breakdowns or malfunctions of the Briq App ;
 - any technical difficulty related to the underlying Blockchain, in particular in case of congestion, dysfunction, fork or any other technical trouble related to the underlying Blockchain ;
 - data, NFTs or Crypto-assets losses of Users not being imputable to the Company, in particular, but not exclusively, in the event of hacking/phishing of the User's External Wallet, due to negligence in the security of its credentials ;
 - an unusual or illegal use of the Briq App offered by a third party or by a User ;
 - harmful or unintended consequences of the operation of third-party services ;
 - a malfunction or cyberattack ;
 - any case of force majeure, within the meaning of Article 1218 of the French civil code, including a failure of the Blockchain protocol used to run the Briq App.
32. In any event, where the Company's liability may be established, for any reason and under any legal ground held or invoked, for all types of damages combined or cumulated, the Company's liability will be expressly limited and will not, in any event, exceed 100% of the lower amount between (i) the total amount paid by the User to the Company in the context of a Primary Sale in exchange of Boxes and (ii) the total amount of royalties paid to the Company in the context of Secondary Market sales, excluding Blockchain and transaction fees.

8. Duration, suspension and termination

8.1 Duration of the T&Cs

33. The T&Cs are entered into for an indefinite term. The T&Cs shall remain into force so long as the User uses the Briq App.

8.2 Suspension

34. Without excluding other coercive measures, Briq may temporarily or permanently suspend a User's Blockchain Address in case of breach of the T&Cs, unfair, fraudulent, criminal or harmful behavior.

8.3 Termination

35. Users may terminate the T&Cs at any time by sending an email at contact@briq.construction, in which case they shall not use the Briq App again.

9. Intellectual property

9.1 Intellectual property related to the Briq App and the Website

36. The Website and the Briq App and each of the elements contained herein are the exclusive property of the Company and are protected by applicable copyright and *droit d'auteur*. Any unauthorized total or partial representation or reproduction of the Website or the Briq App without the express consent of

the Company is prohibited and shall be considered as a counterfeiting act, prohibited by the French Intellectual Property Code and other applicable intellectual property regulations.

37. Trademarks and logotypes appearing on the Website and the Briq App are registered trademarks by the Company. Any reproduction, imitation, partial or total use of those distinctive signs without the express authorization of the Company is strictly prohibited.
38. Other distinctive signs and in particular social denominations, commercial names and domain names are the sole property of the Company and any reproduction without the express written authorization of the Company will engage the liability of its author.
39. Intellectual property rights on Sets are subject to the provisions contained in the Briq ToS.

9.2 Intellectual property of Sets

40. As detailed in the Briq ToS, Users are made aware that holders of Unboxed Briq NFTs (Model Sets) are granted an intellectual property License on the Set Related Rights based on the terms of the [Creative Commons Zero 1.0 Universal License \(CC0 1.0\)](#).
41. Original Sets built with the Briq App are the sole and full ownership of their creators, who may assign or transfer intellectual property rights at their discretion.

10. Illicit content

42. Throughout the Website, the Company makes available to the public an information society service within the meaning of Directive 2000/31/CE Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal market (Directive on electronic commerce).
43. Consequently, the Company shall not be liable in the event of where illicit content published on the Website would violate applicable legislative or regulatory provisions or would have caused any prejudice to a User or a third-party.
44. Users must refrain from publishing illicit content and are invited to notify illicit content and in particular content :
 - making the apology of crimes against humanity;
 - inviting to commit acts of terrorism or their apology;
 - encouraging racial hate or hate against individuals because of their gender, their sexual orientation or identity or their handicap ;
 - of child pornography, content encouraging violence, in particular encouraging sexist or sexual violence and content against human dignity;
 - having a violent or pornographic character;
 - aimed at attacking legal or natural persons, in particular defamatory content and insults;
 - against public order or good morals;
 - infringing intellectual property rights.
45. Any User having the knowledge of an illicit content is invited to use the functionalities available on the Website in order to notify such illicit content to the Company. Users can also send an email to the following address: contact@briq.construction.

11. Miscellaneous

11.1 Nullity

- 46. If any provision of the T&Cs is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of these T&Cs will not be affected thereby as well as compliance with the T&Cs.

11.2 Assignment

- 47. Users may not assign or transfer the T&Cs to a third party without the prior written consent of the Company.
- 48. In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of the Company' assets or (ii) any operation entailing a direct or indirect change of control affecting the Company, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.

12. Disputes; Mediation

12.1 Disputes

- 49. Any dispute in relation to the use of the Website and the Briq App shall be submitted to the Company by sending an email at contact@briq.construction.

12.2 Mediation

- 50. Any dispute in relation to the use of the Website and the provision of the Briq App may be referred to the following consumer mediation service:

CM2C - Centre de la médiation de la consommation de conciliateurs de justice

Adresse postale : 14 rue Saint Jean 75017 Paris

Téléphone : 01 89 47 00 14

<https://www.cm2c.net>

12.3 European Union Commission's mediation service

- 51. In compliance with article L.616-2 of the French Consumer Code, Users having the status of consumers are informed that they may use the EU Commission's mediation service which has the purpose of collecting claims from EU consumers and transmit their cases to national mediators.
- 52. This service may be accessed following this link: <https://ec.europa.eu/consumers/odr/>.

13. Governing Law and Jurisdiction

- 53. The T&Cs are governed by and interpreted according to French laws, except French conflict-of-law rules, unless, if you are a resident of the European Union, consumer rules in your country contain more favorable provisions, in which case such provisions apply.

54. Unless otherwise provided by the law, any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the T&Cs must be submitted to the exclusive jurisdiction of the Paris courts.
55. Non-professional EU residents may submit any dispute related to the T&Cs in the jurisdiction where they were living at the moment of the acceptance of the T&Cs or in the jurisdiction where the damage occurred.