



Briq NFT

General Terms of Sale

Last updated: 5 May 2023

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1. Definitions

Where drafted in upper case, whether singular or plural, the following definitions are applicable to the entire ToS.

App or Briq App	refers to the front-end digital application owned and developed by Briq and accessible through the Website.
App T&Cs	refers to the terms and conditions of the App governing access and use of the Briq App, distinct from the present ToS.
Asset	refers to Briqs, Sets, Boxes and all other kinds of NFTs that the Company might sell through a Primary Sale on its 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.
Box	refers to NFTs complying, mostly, with the ERC-721 NFT Ethereum technical standard. Each Box needs to go through the Ubox phase in order to get (i) a Set of Briqs and (ii) an associated Booklet which contains instructions to build Official Sets.
Briq	refers to an NFT that may be used to build a Set using the Briq App.
Buyer	refers to a natural person acting as a consumer participating in a Primary Sale on the Website.
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.
External Wallet	refers to a non-custodial digital wallet owned by a Buyer.
License	refers to the intellectual property license granted by the Company to the Buyer on an Official Set, 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.
Official Set	refers to Sets that can be built with the Briq App according to the instructions contained in a Booklet.
Original Set	refers to Sets created by Users with the Briq App without Booklet and that is different from the Official Set.
Parties	refers to the Company and the Buyer.
Primary Sale	refers to any initial and first public sale of Assets conducted by the Company.
Set	refers to one NFT containing a set of Briqs and a Booklet.
Set Related Rights	refers to the copyrights and/or <i>droit d’auteur</i> and related rights on the digital elements associated with an Official Set, subject to the License.

Secondary Market	refers to the secondary market where Assets may be traded between Buyers 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.
Unbox	refers to the irreversible action of burning a Box in order to receive the Briqs and the Booklet associated with the Official Set.
User	refers to a natural person acting as a consumer using the Briq App, including, as the case may be, Buyers using the Briq App.
Website	refers to the website https://briq.construction and all its subdomains, including https://briq.construction/builder .

2. Purpose and scope

1. The Company operates the Briq App, which is a building and composability online web3 protocol allowing its Users to use Briqs to build Official or Original Sets.
2. The purpose of these ToS is to:
 - define the terms applicable to any Primary Sale of Briqs, which can be purchased individually or in Sets or Boxes;
 - define the terms of the License attributed to the Users; and
 - define the rights and obligations of the Buyers and the Company in this context.
3. These T&Cs apply without reservation to any Primary Sale of Assets by the Company.
4. These ToS do not govern the use of the Briq App, which are subject to the App T&Cs, nor sales on the Secondary Market which may occur between Buyers, Users or any third-party. In case of contradiction between the ToS and the App T&Cs, these ToS shall prevail.
5. Primary Sales are 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).

3. Prerequisites

6. Where participating to a Primary Sale, the Buyer declares and warrants that:
 - he/she is a natural person over 18 years of age acting as a consumer within the meaning of European Union law and regulations for its own personal needs, using his/her own External Wallet.
 - he/she has the capacity to enter into an agreement with the Company in accordance with the laws of the country in which they are located;
 - he/she fully accept and abide by these ToS and any other applicable policies;
 - he/she owns an External Wallet compatible with the corresponding Blockchain where the Primary Sale is conducted, and in particular StarkNet;
 - he/she is not prohibited from using the Website;
 - he/she will comply with the laws and regulations in force in the country in which they are located and will refrain from disrupting public order or violating any legislative or regulatory provisions;

- he/she will refrain from fraudulent activities such as “*wash-trading*” activities, artificial “*pump and dump*” schemes, NFT “scams” or any other illicit activity.
- he/she will must provide the Company with information that is truthful, accurate and error free;
- he/she will use the Briq and Boxes in accordance with their intended purpose and objective and will refrain from all acts that may damage the Company’s commercial or financial interests or harm to its image or reputation in any way;
- he/she will not infringe on the Company’s Intellectual Property Rights and abide by the terms of the license granted on the NFTs;
- he/she will not perform any act susceptible from disrupting in any way the operation of the Website or the Briq App.

4. Acceptance

7. These ToS apply, without restriction or reservation, to any Primary Sale of Briqs, Sets and Boxes, and include the [Risk statement in Schedule 1](#).
8. While signing the corresponding transaction with his/her External Wallet, the Buyer materializes his/her consent to the ToS.
9. The ToS and their different versions over time may be read and accessed in permanent conditions of accessibility on the Website.

5. Precontractual informations

10. By accepting the ToS and buying an individual Briq, a Set or a Box, the Buyer is informed of the following:
 - he/she is not entitled to a right of withdrawal for the reasons set out below and expressly waives it while signing the ToS;
 - these ToS start at the conclusion of the Primary Sale and remain in force as long as the Buyer holds an NFT;
 - there is no minimum length associated with a specific service offered by the Company that would grant the Buyer or a User promotions or discounts on the NFTs;
 - the Company will collect the Buyer’s Blockchain Address, without identifying the data subject associated with such Blockchain Address.

6. Products essential characteristics

11. The Company sells Briqs, which are NFTs that can be associated with each other in order to build predefined Official Sets or to create Original Sets. During the Primary Sale, the Company sells the Briqs individually, in Sets or in Boxes. Sets and Boxes contain Briqs and a Booklet with instructions to build an Official Set using the Briq App.
12. The number of Briqs in each Set or Box may vary depending on the Official Set to be built.
13. Purchase of a Set offers the ability to:
 - build an Official Set according to the Booklet;
 - create an Original Set by associating it with Briqs from another Set or individual Briqs;

- resale the Set on the secondary Market.

14. Purchase of a Box includes the ability for the Buyer to:

- keep or sale this Box on the Secondary Market without going through the Unbox phase;
- Unbox it and create an Official Set; or
- create another original NFT, using only the Briqs of a Set or combining such Briqs with Briqs from another Set, in order to create an Original Set.

15. The Unbox phase requires completion of a transaction on the corresponding Blockchain, which may generate Blockchain / transaction fees the amount of which may vary depending on the Blockchain.

16. Buyers understand and agree that the Unbox phase is irreversible and that after the Unbox, the NFT associated with the Box is burned, i.e. deleted on a permanent basis from the state of the Blockchain.

17. By purchasing individual Briqs, Users understand that they will not benefit from the Booklet which is only sold with Sets and Boxes. Thus, Users buying individual Briqs are solely responsible for creating their own Sets.

18. The number of NFTs subject to a Primary Sale is necessarily limited. Buyers understand and agree that their ability to purchase an Asset will depend on its availability.

19. More information about the characteristics of Assets and the Company's associated project may be found on the Company's [Website](#).

20. Buyers may also trade, sell or exchange Briqs, Boxes, Official Sets or Original Sets on the Secondary Market, in which case the Company may perceive fees (see Section 9).

7. Legal warranty

21. The Buyer is informed that as a digital content under the definition of article 2 (1) of Directive (EU) 2019/770 of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services ("**Directive on Digital Content and Services**") and the preliminary article of the French Consumer Code, Briqs and Boxes are subject to the legal warranty of conformity applicable to digital content as provided by the Directive on Digital Content and Services and articles L. 224-25-12 et seq. of the French Consumer Code.

22. Therefore, EU consumers benefit from several rights in relation to the legal warranty of conformity. Buyers may exercise their rights in this respect by contacting the Company as provided in Section 16.1.

23. EU consumers may find valuable information on the legal warranty of conformity applicable to digital content on the following page: europe-consommateurs.eu.

8. Purchase of Assets

24. In order to purchase Assets from the Company, Buyers must follow the applicable instructions on the Website.

25. Boxes may be bought according to the following, depending on the modalities of the applicable Primary Sale, which may vary to one Primary Sale from another:

- **English auction:** the Company will set an initial bidding price, which may increase with the continuous bidding of different Buyers, until a price is reached at a level above which there is

no further bidding during the applicable timeframe/time period. The highest bid from the last Buyer shall be considered the winning bid and purchase, after last confirmation from the Company.

- **Dutch auction:** the Company will open the Primary Sale at a given price which will be progressively lowered until it gets a bid. The first bid from the first Buyer duly received and recorded by the Company shall be considered the winning bid and purchaser.
- **Fixed price:** in this case completion of the sale is effective once the Buyer has transferred the funds to the dedicated Blockchain Address.

26. Buyers understand and agree that when they make or win a bid and/or an offer in the context of a Primary Sale (or if their bid is otherwise accepted) through one of these modalities, they irrevocably commit to purchase the Box at the price (i) corresponding to the winning bid they made or (ii) at the price set by the Company.
27. Individual Briqs may only be purchased at a fixed price. Such price is determined by a pricing algorithm which takes into account the demand of Briqs. The operation of the algorithm is explained on the Website.
28. In order to participate, Buyers must hold an External Wallet compatible with the Blockchain where the Primary Sale occurs (e.g. an [Argent](#) External Wallet for StarkNet).
29. The number of Assets subject to a Primary Sale is necessarily limited. Buyers understand and agree that a bid or an offer may not result in a successful purchase, depending on their availability.
30. The Unboxing and sales of Briqs, Boxes and Sets on the Secondary Market will be stored and recorded on the corresponding Blockchain and, except otherwise indicated, on Ethereum and Starknet, which certifies the digital property (and scarcity) of the corresponding action made by the Buyer or User.

9. Price & fees

9.1 Primary Sale

31. Prices of Briqs, Sets and Boxes are denominated in ethers (ETH) at the moment of purchase and must be understood to include taxes, except Blockchain transaction fees.
32. Blockchain 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. Transaction fees are either (i) set by Blockchain users through an 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.
33. Buyers understand that the Company has no control whatsoever over the price of transaction fees. Buyers are made aware that transaction fees can be very high from time to time, depending on market conditions and/or the corresponding Blockchain.

9.2 Secondary Market

34. Buyers are made aware and acknowledge and agree that the following fee policy applies to sales of Sets and associated items on the Secondary Market:
 - **Briqs:** the Company shall perceive a fee on each transaction occurring over Briqs, the amount of which appears at the moment of the transaction and / or on the Website.

- **Boxes:** the Company shall perceive a fee on each transaction occurring over Boxes, the amount of which appears at the moment of the transaction and / or on the Website.
- **Booklet:** the Company shall perceive a fee on each transaction occurring over the resale of Booklets on the Secondary Markets, the amount of which appears at the moment of the transaction.
- **(Unboxed) Official Sets:** unless otherwise stated by any means, the Company shall not perceive any fees on (Unboxed) Official Sets.
- **Original Sets:** unless otherwise stated by any means, the Company shall not perceive any fees on Original Sets.

10. Buyers' liability

35. Buyers guarantee the Company against any complaints, claims, actions and/or demands that the Company may suffer as a result of the User's breach of any of his/her obligations under these ToS. The User undertakes to indemnify the Company for any damage suffered as a result of such a breach.

11. Company's commitments and liability

36. The role of the Company is limited to the sale of NFTs (Briqs and Boxes). In this context, the Company strictly undertakes to perform the following:
- deliver the purchased Asset to the Buyer's Blockchain Address upon reception of the corresponding price; .
 - deliver Assets that comply with their general description. However, the Company makes no guarantee with regard to the utilities associated with the NFTs. Indeed, the Company's project might evolve which might lead to the removal or addition of utilities at any time; and
 - make commercially reasonable efforts to make the Website available to the Buyers and ensure its accessibility and proper operation during each Primary Sale.
37. Buyers are made aware that while the Company may develop the Briq App, such App may disappear, not properly function or be the subject of hacks, interruptions and significant evolutions which may have a direct impact on the price of the NFTs created by the Company.
38. Consequently, the Company's liability shall not be engaged for the following reasons:
- damages resulting from sales occurring on the Secondary Market;
 - damages resulting from the use of Blockchains and in particular the payment of unwanted and/or excessive amounts of transaction ("gas") fees, a contentious hard-fork, failed transactions or Blockchain congestions;
 - breach of security and data/asset losses resulting from a failure associated with the Blockchain;
 - any loss of value of the Asset purchased nor damages resulting from a prohibition of NFTs due to a change in the applicable legislation;
 - damages resulting from a violation of the present ToS or from non-compliance with one or several provisions of the present ToS by the User;
 - in the event of a force majeure event, according to the definition as provided in French legislation and case law, including damages resulting from the failure of internet and telecommunication networks.

39. The Company may only be obliged to the reparation of direct and foreseeable damages caused by a breach related to the Primary Sale of the NFTs.

12. Intellectual property

12.1 Rights granted

40. Buyers and Users acknowledge and agree that the Company is the original and initial legitimate owner of all Set Related Rights, including copyrights, *droit d'auteur* and any related or neighboring rights according to any applicable law over the digital content associated with any Set.
41. The Buyer of a Box or an Official Set is granted an Intellectual Property License over the Set Related Rights of the associated Official Set Set under the terms and conditions of the [Creative Commons Zero 1.0 Universal License \(CC0 1.0\)](https://creativecommons.org/publicdomain/zero/1.0/legalcode), which is available at the following link for reference: <https://creativecommons.org/publicdomain/zero/1.0/legalcode>
42. According to the terms and conditions of such License, the Company shall be deemed to be the “owner” and “affirmer”. Consequently, it is the Company’s intent to grant the License to the Buyer, at the moment of the purchase or Unbox phase.

12.2 Rights reserved ; other

43. In compliance with the License, it is hereby recalled that the grant of the License does not transfer or license any trademark or patent rights of the Company.
44. In particular, Buyers, Users and any subsequent owners of Briqs, Sets, Boxes, Official Sets or Original Sets may not use the Briq trademark or logo in any manner whatsoever.
45. Moreover, grant of the License is without prejudice to the fees perceived by the Company on Secondary Sales. The Company expressly reserves any right over Boxes in this respect, on which the Set Related Rights remains the sole and exclusive intellectual and legal property of the Company.
46. Unless otherwise expressly stated by their legitimate owners, Original Sets are the sole and exclusive (legal and intellectual) property of their legitimate owners.

13. Right of withdrawal

47. Due to the nature of the NFTs subject of a Primary Sale which require an instantaneous execution, Buyers are informed that they may not exercise their right of withdrawal as provided by article L.221-28 al. 13 of the French Consumer Code and article 16 m) of Directive 2011/83/EU, according to which the right of withdrawal is not applicable where “*the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer’s prior express consent and his acknowledgment that he thereby loses his right of withdrawal*”.
48. Consequently, where they participate in a Primary Sale and accept the present ToS, Buyers (i) expressly consent to immediately receive the Assets following the applicable sale process in compliance with Section 8 and (ii) expressly waive their right of withdrawal.

14. Miscellaneous

14.1 Nullity

49. If any provision of the ToS is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of these ToS will not be affected thereby as well as compliance with the ToS, unless the fundamental equilibrium of the ToS is affected.

14.2 Assignment

50. Users may not assign or transfer the ToS to a third party without the prior written consent of The Company.
51. 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 Buyers or Users.

15. Communication; Mediation

15.1 Communication

52. Any dispute, claim, request in relation to the use of the Website, the participation in a Primary Sale and in particular the legal warranty of conformity may be submitted to the Company by sending an email to the following address contact@briq.construction.

15.2 Mediation

53. Any dispute in relation to the use of the Website and the provision of the Services 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>

15.3 EU Commission's mediation service

54. In compliance with article L.616-2 of the French Consumer Code, Buyers may use the EU Commission's mediation service which has the purpose of collecting claims from EU consumers and transmitting their cases to national mediators.
55. This service may be accessed following this link: <https://ec.europa.eu/consumers/odr/>.

16. Governing Law and jurisdiction

56. The ToS are governed by and interpreted according to French laws.

- 57. Unless otherwise provided by the law, any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the ToS must be submitted to the exclusive jurisdiction of the Paris courts.
- 58. EU residents having the quality of consumers within the meaning of European Union law regulations may submit any dispute related to the ToS in the jurisdiction where they were living at the moment of the acceptance of the ToS or in the jurisdiction where the damage occurred.

SCHEDULE 1: RISK STATEMENT

1. Security risk

1. Users acknowledge and agree that they are primarily liable for the security of their Wallets and their NFTs. They must ensure that their Wallet is secure and should never share their Wallet credentials or seed phrase with anyone. The Company will never ask for the User's credentials associated with a Wallet.
2. The Company does not store any password or seed phrase, nor has any access to any User credentials, except the User's address email when a User willingly decided to share it, and therefore cannot be held liable for any security breach attributed to a User.

2. Market volatility

3. Users are made aware that crypto-assets and NFTs are assets whose value is not inherently guaranteed and depends on unregulated markets (in which fraudulent acts may occur under traditional financial regulation). Thus, Users are exposed to risks of NFTs' loss of value.

3. Legal risk

4. Users understand that the legal framework of crypto-assets and NFTs varies according to the jurisdiction in which Users are located and that crypto-assets and NFTs may be banned or subject to a regulatory framework that could significantly or totally lower their value.
5. Users must be aware of the risk resulting from the lack of regulation and the subsequent lack of any guarantees associated with this kind of asset on regulated markets.
6. Future legislation, notices, rulings, injunctions, may also impact the existence, lawfulness of NFTs.

4. Limitation of liability

7. Users accept the technological, security and legal risks expressed above, inherent in the provision of experimental technologies such as Blockchains, crypto-assets and NFTs, and agree that the Company shall not be liable for:
 - any breach of security and data/asset losses resulting from a failure associated with the Blockchain;
 - any loss of value of the assets purchased;
 - 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;
 - the harmful consequences of the suspension or termination of the Website or the Primary Sale by the Company, due to a change in the applicable legislation.