



Briq NFT

General Terms of Sale

Last updated: 2022-09-25

TABLE OF CONTENTS

Definitions	4
Purpose and scope	5
Buyer's declarations and commitments	5
Acceptance	5
Precontractual informations	6
Products essential characteristics	6
Legal warranty	7
Purchase of Sets	7
Price & fees	8
Primary Sale	8
Secondary Market	8
User commitments	8
Commitments from the Company	8
Liability	9
Intellectual property	9
Rights granted	9
Rights reserved	10
Right of withdrawal	10
Miscellaneous	10
Nullity	10
Assignment	10
Communication; Mediation	10
Communication	10
Mediation	10
EU Commission's mediation service	11
Governing Law and jurisdiction	11

1. Definitions

1. Where drafted in upper case, 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.
Assets	refers to any NFT generated by the Company, including Sets.
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 Set using the Briq App.
Buyer	refers to a natural person acting as a consumer buying or attempting to buy a Box on the Website in the context of a Primary Sale.
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).
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 granted by the Company to the Buyer, following the purchase of a 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.
Parties	refers to the Company and the Buyer.
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 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.
ToS	refers to the present sale contract.
Unbox	refers to the irreversible action of burning 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, 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. Unless stated otherwise, definitions stated in the singular shall have the same meaning in the plural form.

2. Purpose and scope

3. 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, StarkNet.
4. The purpose of these ToS is to define the terms applicable to any Primary Sale of Boxes (or, if applicable, any other Asset), as well as to define the rights and obligations of the Buyers and the Company in this context. These T&Cs apply without reservation to any Primary Sale of Boxes (or, if applicable, any other Asset) by the Company.
5. 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.
6. Primary Sales of Boxes 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. Buyer's declarations and commitments

7. Where participating to a Primary Sale of Boxes and where buying an Asset, the Buyer declares and warrants that:
 - The Buyer 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.
 - The Buyer has the ability and legal capacity according to any applicable law to enter into the ToS, enter into a contractual relationship with the Company and participate in any Primary Sale.
 - The Buyer 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 violate any legislative or regulatory provisions.

- The Buyer will refrain from fraudulent activities such as « *wash-trading* » activities, artificial “*pump and dump*” schemes, NFT “scams” or any other illicit activity.

4. Acceptance

8. These ToS apply, without restriction or reservation, to any Primary Sale of Boxes (or, if applicable, any other Asset).
9. While signing the corresponding transaction with his/her External Wallet, the Buyer materializes his/her consent to the ToS.
10. The ToS and their different versions over time may be read and accessed in permanent conditions of accessibility on the Website.

5. Precontractual informations

11. By accepting the ToS and buying a Box, the Buyer is informed of the following:
 - The Buyer is not providing any particular advantage or information in addition to the price of the Assets in exchange for the Assets.
 - The Buyer is not entitled to a right of withdrawal, for the reasons set out in Section 14.
 - No minimum level of service is proposed or offered by the Company due to the nature of Assets.
 - This contract is concluded for the duration of the Primary Sale and remains in force as long as the Buyer holds an Asset. 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 Sets.
 - As to the pricing of Sets, the Company is not taking any fee in the context of aftersale services or customer support (which is limited to contacting the Company at the email address indicated Section 16.1 below).
 - There is no particular personal data to be provided to the Company in order to participate in a Primary Sale. Buyers are only required to use an External Wallet compatible with the corresponding Blockchain where the Primary Sale is conducted, and in particular StarkNet. However, at the moment of purchase, the Company will collect the Buyer’s Blockchain Address, without identifying the data subject associated with such Blockchain Address.

6. Products essential characteristics

12. By participating in any Primary Sale, Users may buy Boxes. Boxes are NFTs complying, mostly, with the ERC-721 NFT Ethereum technical standard.
13. 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 other NFTs using the Briq App.
14. Purchase of a Box includes the ability for the Buyer to :
 - keep the original Set as purchased to the Company, without going through the Unbox phase (such NFT referred to as “**Box**”) and keep or sale this Box on the Secondary Market (in which case the Company shall be entitled to Secondary Market fees) ;
 - Unbox a Box and create another NFT identical to the instructions contained in a Booklet (hereinafter, “**Model Set**”) ; or

- alternatively, create another original NFT, 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 (hereinafter referred to as “**Original Sets**”).
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. Buyers may also trade, sell or exchange Boxes, Model Sets or Original Sets on the Secondary Market, in which case the Company may perceive certain fees (see Section 9).
 18. More information about the characteristics of Sets may be found on Briq’s [FAQ](#).

7. Legal warranty

19. 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, 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.
20. 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.
21. EU consumers may find valuable information on the legal warranty of conformity applicable to digital content on the following page:
<https://www.europe-consommateurs.eu/en/shopping-internet/guarantees-and-warranties.html>

8. Purchase of Boxes

22. In order to purchase Boxes from the Company, Buyers must follow the applicable instructions on the Website.
23. In particular, 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 for the Box or a collection of Boxes, 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 purchaser of the Box, after last confirmation from the Company.
 - **Dutch auction:** the Company will open the Primary Sale at a given price for a Box or a collection of Boxes 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 of the Boxes or collection of Boxes.
 - **Fixed price:** Company may sell Boxes at a fixed price, in which case completion of the sale is effective once the Buyer has transferred the funds to the dedicated Blockchain Address.

24. 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 or collection of Boxes at the price (i) corresponding to the winning bid they made or (ii) at the price set by the Company.
25. In order to execute an order, Buyers must hold an External Wallet compatible with the Blockchain where the Primary Sale occurs (e.g. an [Argent](#) External Wallet for StarkNet).
26. The number of Boxes or collection of Boxes 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 the availability of Boxes.
27. The purchase of Sets, the Unbox or sale of 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

28. Price of the Boxes are denominated in ethers (ETH) at the moment of purchase and must be understood to include taxes, except Blockchain transaction fees.
29. 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. Transactions 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.
30. 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

31. 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:
 - **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) Model Sets :** unless otherwise stated by any means, the Company shall not perceive any fees on (Unboxed) Model Sets.
 - **Original Sets :** unless otherwise stated by any means, the Company shall not perceive any fees on Original Sets.

10. Buyers commitments

32. Buyers understand that participation to the Primary Sale is subject to not performing the following acts: any behaviour that disrupts, suspends, slows or prevents the continuity of the Website or 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 or the Briq App; 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 Website and/or the Company's digital infrastructure; more generally, any practice of misusing the Website or the App for purposes other than those for which it was designed.

11. Commitments from the Company

33. The role of the Company is limited to the sale of NFTs (Boxes or collection of Boxes). In this context and in the context of the present ToS, the Company strictly undertakes to perform the following:
- deliver a Box to the Blockchain Address of a Buyer who regularly purchases a Box or a collection of Boxes following the sale process described in Section 8, as applicable.
 - make commercially reasonable efforts to make the Website available to the Buyers and ensure its accessibility and proper operation during each Primary Sale where Sets are sold to the public.
34. In particular, the Company makes no other claim than as to the content and characteristics of Boxes sold by the Company than as provided in the present ToS. By purchasing Sets, Buyers do not purchase any other item, service or promise, including but not limited to, other utilities attached to the NFTs.
35. 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 Sets and NFTs created by the Company.

12. Liability

36. Buyers acknowledge and agree, in the context of the present ToS, that the Company's liability is limited to its role as an NFT seller as detailed in Section 11.
37. Consequently, the Company's liability shall not be engaged for the following reasons, in which cases the Company specifically excludes its liability to the fullest extent possible according to any applicable law:
- 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;
 - damages resulting from a violation of the present ToS or from non-compliance with one or several provisions of the present ToS;
 - in the event of a force majeure event, according to the definition as provided in French laws and jurisprudence;
 - damages resulting from the failure of internet and telecommunication networks or infrastructure third-party service providers;
38. The Company may only be obliged to the reparation of direct and foreseeable damages caused by a breach related to the sale of Boxes. In any event, where the Company's liability may be established by a court or a tribunal, 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 total amount paid by the Buyer to the Company during the Primary Sale

where the event occurred or alternatively in the most recent Primary Sale, excluding Blockchain and transaction fees.

13. Intellectual property

13.1 Rights granted

39. Buyers and Users acknowledge and agree that Briq is the sole and exclusive 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.
40. At the moment of the Unbox a Box, the legitimate owner of such Box shall be granted an Intellectual Property License over the Set Related Rights of the associated 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/), which is available at the following link for reference: <https://creativecommons.org/publicdomain/zero/1.0/legalcode>
41. 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 Unbox phase.

13.2 Rights reserved ; other

42. 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.
43. In particular, Buyers, Users and any subsequent owners of Sets, Boxes, Model Sets or Original Sets may not use the Briq trademark or logo in any manner whatsoever.
44. Moreover, grant of the License on Model Sets is without prejudice to the fees perceived by the Company on sales of Boxes and Booklets on the Secondary Market. 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.
45. Unless otherwise expressly stated by their legitimate owners, Original Sets shall not be subject to the License and are the sole and exclusive (legal and intellectual) property of their legitimate owners.

14. Right of withdrawal

46. Due to the nature of the Sets and 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*”.
47. Consequently, where they participate in a Primary Sale and accept the present ToS, Buyers (i) expressly consent to immediately receive the Sets following the applicable sale process in compliance with Section 8 and (ii) expressly waive their right of withdrawal.

15. Miscellaneous

15.1 Nullity

- 48. 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.

15.2 Assignment

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

16. Communication; Mediation

16.1 Communication

- 51. Any dispute, claim, request in relation to the use of the Website, the purchase of Boxes or a Primary Sale, the legal warranty of conformity on Sets may be submitted to the Company by sending an email to the following address contact@briq.construction.

16.2 Mediation

- 52. 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>

16.3 EU Commission's mediation service

- 53. 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.
- 54. This service may be accessed following this link: <https://ec.europa.eu/consumers/odr/>.

17. Governing Law and jurisdiction

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

56. 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.
57. 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.