

## **Terms & Conditions**

These General Terms of Use are entered into between: NarativLab, on the one hand, And the user accessing the Site (hereinafter referred to as "the User"), on the other hand,

Updated General Terms of Use as of September 9, 2023

### **Article 1 - Definitions**

'Collection' refers to a crowdfunding offer proposed by a Project Creator under the conditions of articles L. 223-6, L. 411-2 2° b), and article L. 511-6 7° of the Monetary and Financial Code ('CMF').

'Personal Space' refers to the private area of the Site, only accessible individually by the Investor.

'Investor' refers to a User who has registered on the Site but has not completed their investor profile and does not have the ability to subscribe to the Collections offered on the Site.

'Approved Investor' refers to an Investor who has responded to various client suitability questionnaires, provided the requested documentation, and has been accepted by NarativLab and the Banking Partner. An Approved Investor can subscribe to Collections offered on the Site through the Electronic Wallet managed by the Banking Partner.

'Site' refers to the progressive access website where Users can access it, and Investors can view Projects available for crowdfunding and subscribe to them, provided they have the status of an Approved Investor.

'Electronic Wallet' refers to the electronic wallet or online payment account assigned to the Approved Investor during their first Subscription and managed by the Banking Partner.

'Project Creator' refers to a Project Creator whose project NarativLab has agreed to propose on the Site through a Collection.

'Subscriber' refers to an Approved Investor subscribing to a Collection on the Site.

'User' refers to an Internet user who browses the narativlab.io website but has not registered as an Investor.

### **Article 2 - Purpose, Information, and Services Offered on the Site**

The narativlab.io Site aims to enable investors to participate in the financing of film projects proposed by screenwriters.

Registration and acceptance of these Terms of Use (TOU) allow Users to register on the Site and complete their 'Investor' profile. Access to certain information and services on the Site is subject to registration as an 'Investor' and the creation of a 'Personal Space.'

These TOU may be supplemented by specific conditions presented to the User for acceptance before accessing certain information and services. Any registration on the Site and browsing constitute unconditional acceptance of these TOU. Narativ Lab reserves the right to modify these TOU at any time. The User is required to refer to the latest version of the TOU online at the date of their consultation. In the event of changes to the TOU, the User will receive a notification while browsing the Site with the new TOU. If the User is not engaged in a financing operation on the Site and wishes to reject them, they have a period

of 5 working days to notify NarativLab. Beyond this period, NarativLab will consider that the User has tacitly accepted the new TOU.

The TOU of the Banking Partner can also be modified at any time, including in the event of a change of Banking Partner. The User is required to refer to the latest version of the Banking Partner's TOU in effect at the date of consultation, which will automatically be the latest version of said TOU.

### **Article 3 - Conditions of Access and Registration on the Site**

The Site accessible at the following address: [www.narativlab.io](http://www.narativlab.io) is reserved for Users aged 18 and over who have the legal capacity to enter into contracts.

Access to the information and services on the Site is progressive and subject to prior registration as an Investor, as described in Articles 4 and 5 of these TOU.

Registration as an Investor requires the provision of accurate, complete, and up-to-date personal information in accordance with Article 7 of these TOU.

The User undertakes to maintain the accuracy of this information by updating their Personal Space if necessary.

NarativLab reserves the right to deny access to the Site and the services offered to Users who do not comply with these TOU or do not meet the registration criteria.

### **Article 4 - User Status**

The [www.narativlab.io](http://www.narativlab.io) Site is a progressive access site with several stages before allowing a User to become an Approved Investor and subscribe to a Collection.

Users can have a progressive status based on their activity on the Site, which will be defined in the following order: User, Investor, Approved Investor, Subscriber, as specified in the 'Definitions' article.

The attainment of each status is subject to specific conditions defined in these General Terms of Use. Users acknowledge and accept that their status may be revoked in case of non-compliance with these General Terms of Use or any other applicable legal or regulatory provision.

Narativ Lab also reserves the right to modify the conditions for obtaining each status at any time and without prior notice.

### **Article 5 - Right of Withdrawal**

Pursuant to Article L. 221-18 of the Consumer Code, the User has a withdrawal period of 14 calendar days from the conclusion of the contract to exercise their right of withdrawal without having to justify reasons or pay penalties.

The User can invest in film projects presented on the site and benefits from this right of withdrawal. The Site must provide the User with a 'Cancel Investment' button that allows them to exercise their right of withdrawal from their Personal Space. If the User decides to withdraw, they must inform the site through this button or through any other means provided

by the site. The reimbursement of the amounts paid is immediate to the User's Electronic Wallet.

## **Article 6 - Conditions for Creating Personal Space**

### **6.1. Personal Space of the Approved Investor**

Users who wish to access all the documents and information related to Projects and Collections obtain the status of Approved Investor.

To do so, the User must follow the following steps:

- Register on the Site using a login and password.
- Fill in all the fields of the registration form on the Site.
- Confirm their acceptance of these Terms and Conditions of Use of the Site.
- Confirm their acceptance of the Terms and Conditions of Use of the Banking Partner.
- Accept the consent form regarding the recording and processing of their personal data and consent to the privacy policy.
- In addition, the creation of a Personal Space is subject to reading the following warning and becoming aware of and accepting the risks: **WARNING:** The creation of a Personal Space implies an awareness and acceptance of the risks associated with investing in film projects offered on the Site.

Our offers involve certain risks, particularly the risk of a total or partial loss of the amounts invested. Furthermore, past performance does not predict future performance, which means that just because our default rate is 0% does not mean we will never have an incident with a film project. If you have any questions about the risks associated with our projects, please contact us, and our teams will take the time to answer your questions.

Investing carries the risk of a loss of capital and liquidity. Only invest money you do not need immediately, and diversify your savings. Investing exposes you to the risk of illiquidity of your capital.

Crowdfunding services are not covered by deposit guarantee systems established in accordance with Directive 2014/49/EU. Likewise, securities or instruments eligible for crowdfunding acquired through our crowdfunding platform are not covered by the investor compensation system established in accordance with Directive 97/9/EC.

The return on investment depends on the success of the funded project.

Finally, we draw your attention to the fact that the securities acquired on our platform may be difficult to resell. It is therefore important that you carefully evaluate your decision to invest, taking this possibility into account.

### **6.2. Approved Investor's Personal Space**

Users wishing to subscribe to a Collection must obtain the status of Approved Investor.

To do so, the User must complete the client suitability form on the Site by filling in the various fields and providing the requested supporting documents of which they are the holder.

The client suitability form is a customer knowledge questionnaire that verifies the suitability of the proposed investments with the Investor's investment objectives. It also allows Narativ Lab to collect information about the Investor's experience and knowledge of investment matters.

The User declares and guarantees that all the information provided during their registration is accurate and undertakes to keep it accurate by updating it as necessary in their Personal Space. In the event of an update to the requested supporting documents, the Investor undertakes to inform Narativ Lab, particularly in the event of the expiration of identity documents, change of residence, or change of banking details.

Depending on their responses to the client suitability form and the supporting documents provided, the Investor will be accepted as an Approved Investor if and only if Narativ Lab and the Banking Partner validate the registration procedure as described above. The User may also be refused the status of Approved Investor, either by Narativ Lab or by the Banking Partner, in light of the various elements provided.

The Approved Investor has access to the opportunity to subscribe to Collections on the Site and to their Electronic Wallet from their Personal Space. They can check the balance of their Electronic Wallet, the history of transactions, and the summary of investments made. They can also carry out transactions, such as subscribing to Securities and/or transferring all or part of the balance of their Electronic Wallet to the bank account in their name, which they have previously provided and for which they have provided the bank details.

### 6.3. Terms of Use for Personal Spaces

Registration as an Approved Investor is confirmed by an activation email for the Personal Space sent to the email address provided by the User.

Each Approved Investor may have only one Personal Space in their name on the Site. Consequently, the Approved Investor undertakes not to create or use other Personal Spaces on the Site, either under their own identity or that of a third party, without the prior written authorization of Narativ Lab. Any failure to comply with this obligation may result in the immediate and without notice suspension of the affected Personal Space as well as the cancellation of transactions made on it.

If the Approved Investor becomes aware of the use of their Personal Space by another person, they undertake to inform Narativ Lab immediately by email at the address [contact@narativlab.io](mailto:contact@narativlab.io)

The Approved Investor is responsible for the confidentiality of their login and password and undertakes not to disclose them to third parties. Narativ Lab cannot be held responsible for any damage caused by fraudulent use of this login information.

## **Article 7 - User Commitments**

Users agree to use the Site in accordance with these General Terms of Use (GTU) as well as the applicable laws and regulations.

The User is solely responsible for the information, data, comments, images, and more generally, any content that they transmit through the Site. Consequently, the User expressly waives any recourse against Narativ Lab, including on the grounds of infringement of the right to image, honor, reputation, or the privacy of their private life.

Narativ Lab cannot in any way be held responsible for the elements that the User discloses on their own initiative. Narativ Lab is not responsible for the accuracy of the data provided or for the consequences that the dissemination of this data may have on another User.

The User undertakes not to publish content for which they do not have the necessary rights for reproduction, representation, and communication to the public.

Narativ Lab reserves the right to:

- Immediately and without notice, delete any content that, in its sole discretion, would violate the terms of these GTU or applicable laws and regulations;
- Immediately and without notice, suspend any content subject to a complaint by a third party claiming to be infringed in their rights;
- Immediately and without notice, suspend or delete the User's Personal Space who has published prohibited content contrary to applicable laws and regulations;
- Immediately and without notice, suspend the User's Personal Space who has not expressly accepted the new General Terms of Use of the Site;
- Cancel any service offer made to the holder of a Personal Space in the event of non-compliance with these GTU and applicable laws and regulations.

Users acknowledge and accept that their use of the Site is at their own risk and that Narativ Lab shall not be liable for any direct or indirect damage arising from the use of the Site or the information contained therein.

## **Article 8 - Personal Data and Privacy**

Narativ Lab attaches great importance to protecting the privacy of Users of the Site. In accordance with the provisions of Law No. 78-17 of January 6, 1978, as amended, known as the "Computer and Freedoms" Law, and European Regulation on data protection (GDPR) No. 2016/679, which came into effect on May 25, 2018, Narativ Lab has developed a detailed privacy policy describing the personal data collected from Users, the information shared and stored with third parties, as well as the Users' rights regarding access, rectification, and deletion of their data.

As the data controller for the personal data collected, Narativ Lab is committed to complying with legal obligations regarding personal data protection and implementing appropriate technical and organizational measures to ensure the security and confidentiality of the collected and processed personal data.

Users can exercise their rights of access, rectification, deletion, and limitation of their personal data in accordance with applicable regulations and Narativ Lab's privacy policy by contacting Narativ Lab at the email address [contact@narativlab.io](mailto:contact@narativlab.io). Narativ Lab is committed to responding to requests to exercise these rights.

## **Article 9 - Project Confidentiality**

Pursuant to the access granted to Investors to detailed information about the Collectes, it is imperative that all information related to the Projects, Collectes, and Porteurs de Projet, regardless of their nature and/or medium, be considered and treated as confidential (hereinafter "Confidential Information"), as long as such information has not entered the public domain.

Investors therefore undertake not to disclose any or all of the Confidential Information to third parties and not to use it for any purpose other than evaluating the opportunity to invest in the Projects.

Likewise, Porteurs de Projet have access to information regarding Investors who have subscribed to the Collecte. Porteurs de Projet undertake not to disclose or use this information other than in connection with the collection.

The parties acknowledge and agree that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the injured party and may lead to legal action in addition to any damages that may be sought in court. Consequently, the parties undertake to take all necessary measures to protect the Confidential Information against any unauthorized disclosure or use.

## **Article 10 - Limitation of Liability**

### **Article 10.1. Liability to the User**

Narativ Lab shall not be held liable to the User for any loss or damage, whether direct or indirect, resulting from the use or inability to use the Site, including in the event of:

- Error, omission, interruption, deletion, defect, operation or transmission delay, communication failure, theft, destruction, unauthorized data access, virus, technical failure, or other malfunction;
- Damages resulting from relying on the completeness, accuracy, or existence of any advertisement, including hyperlink as defined in Article 11 below, and/or advertisement displayed on the Site;
- Any changes that Narativ Lab may make to the information and services offered on the Site or any temporary or permanent removal of functions provided on the Site;
- The User providing Narativ Lab with inaccurate, incorrect, or outdated information on their Personal Space;
- The inability of the Personal Space holder to securely and confidentially maintain their password or Personal Space information;

- The communication of information that is not accurate, precise, and not misleading by Project Owners.

No advice or information, whether oral or written, obtained by the User in connection with the use of the Site, shall create warranties not expressly provided for in these TOU.

Narativ Lab's liability can only be incurred under ordinary law, for direct and foreseeable damages suffered by the User.

## 10.2. Liability for Site Accessibility

Narativ Lab strives to make the Site accessible 24 hours a day, seven days a week, except in cases of force majeure or events beyond Narativ Lab's control and subject to maintenance periods and possible breakdowns.

To the extent possible, Narativ Lab shall notify Users in advance of any interruptions or shutdowns affecting all or part of the Site. However, Narativ Lab cannot be held responsible in the event of Site unavailability for any reason.

In the event of Narativ Lab's cessation of activity, an extinction management procedure is implemented by the Banking Partner and by the company CapSens responsible for the extinction management established by the company Narativ Lab.

## Article 11 - Special Procedure Clause

### Special Procedure Fees

In certain particular cases requiring specific administrative or legal management (hereinafter referred to as "Special Procedure"), the User may be required to pay additional fees to cover the costs associated with such management. These cases may include, but are not limited to, the following:

- a. Estate: Management and processing of the User's rights in the event of death, including communication with legal heirs or legal representatives.
- b. AML/CFT Procedure (Anti-Money Laundering and Countering the Financing of Terrorism): Any investigative or compliance work required by applicable laws and regulations concerning the prevention of money laundering or the financing of terrorism.
- c. Disputes and Arbitration: Management and processing of any dispute between the User and the company, including but not limited to arbitration, mediation, or legal proceedings.
- d. Other Special Cases: Any other case requiring a Special Procedure as determined at the sole discretion of the company.

Notification and Acceptance: The company will endeavor to notify the User of applicable Special Procedure fees as soon as they are determined. The User shall be required to pay

these fees within 7 days following the notification. Failure to make payment within this period may result in the suspension or termination of the User's account.

Amount and Payment Terms: Special Procedure fees will be determined on a case-by-case basis, depending on the nature and complexity of the Special Procedure. Payment terms will be provided with the fee notification. If there are sufficient funds in the User's Electronic Wallet, these fees will be automatically deducted.

## **Article 12 - Transaction Security and Fraud Prevention**

1. Identity Verification: The narativlab.io platform reserves the right to request identity verification documents at any time, especially in cases of suspicious behavior or unusual activities.
2. Cooperation with Authorities: narativlab.io will fully cooperate with competent authorities in the event of an investigation into fraudulent or suspicious activities.
3. Notifications: Users will be informed in the event of the blocking or deletion of their account for security reasons. However, some actions may be taken without prior notification to protect the integrity of the platform.
4. User Responsibility: Users are entirely responsible for the security of their login information. They must immediately inform narativlab.io in case of suspected unauthorized use of their account.
5. Authorized Payment Methods: The only authorized payment methods on the platform are credit/debit cards and bank transfers. The use of any other payment method is prohibited and may result in the blocking or deletion of the user's account.
6. Transaction Review: narativlab.io reserves the right to review, analyze, and verify transactions to detect suspicious or non-compliant activities.
7. Data Retention: Data related to transactions and fraud attempts will be retained for a minimum period of 5 years, in accordance with applicable regulations.
8. Information Updates: It is imperative that users keep their information up to date. Any change in information that could affect the security of the account must be reported to narativlab.io without delay.
9. Information Security: narativlab.io is committed to implementing all necessary security measures to protect users' financial and personal information.
10. Right to Refuse Transaction: narativlab.io reserves the right to refuse a transaction if it deems it to pose a high risk, even if it does not turn out to be fraudulent.



11. Hacking Responsibility: In the event of hacking or a security breach, the user will be held responsible if the breach is related to the disclosure of their password or negligence on their part.

12. Detection and Consequences of Bank Fraud: Any user account will be automatically blocked and deleted in case of detection of bank fraud. Such fraud includes, but is not limited to, the use of a credit card or payment account not in the name of the narativlab.io account holder, as well as the abusive and unjustified request for bank chargebacks.

13. Fraud-Related Fees: In case of fraud detection, all fees incurred due to these abuses will be charged back to the user. These fees will be automatically debited and collected from the investor's account. If the investor has made investments on the platform, these investments will be seized and frozen until the investor settles the amounts owed.

14. Withdrawal Period: In order to prevent fraudulent withdrawals, enhance our AML/CFT policy, and ensure the security of our platform, a minimum waiting period of 8 days will be applied between crediting an amount to the platform and the ability to withdraw these funds.

15. Legal Recourse: The Company reserves the right to take legal action in cases of fraud or attempted fraud. Additionally, the Company may seek damages to compensate for losses incurred as a result of these fraudulent actions.