# **Conditions of Use**

IdeaFeX France SAS (Registration Number: 850 251 844), a company incorporated in France and having its registered office at 142 Rue de Rivoli, 75001 Paris France ("IdeaFeX") provides website features and other products and services to you (collectively "IdeaFeX Services") when you visit IdeaFeX.com. IdeaFeX provides IdeaFeX Services subject to the following conditions.

By using IdeaFeX services, you agree to these conditions. Please read them carefully.

#### **PRIVACY**

Please review our privacy policy at https://www.ideafex.com/privacy.

#### **ELECTRONIC COMMUNICATIONS**

When you use IdeaFeX Services from your desktop or mobile device, you may be communicating with us electronically. You consent to receive communications from us electronically, such as emails, texts, or notices and messages on this site or through other IdeaFeX Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Additionally, by registering at ICO.IdeaFeX.com, you consent to receive emails from us on critical updates, including but not limited to, the status of your account and password, the status of your funds, and major changes and updates in our services. You may also receive from IdeaFeX marketing communications, which you can unsubscribe from at any time.

# **COPYRIGHT**

All content included in or made available through any IdeaFeX Service, such as text, graphics, logos, images, and software is the property of IdeaFeX or its content suppliers and protected by European and international copyright laws. The compilation of all content included in or made available through any IdeaFeX Service is the exclusive property of IdeaFeX and protected by European and international copyright laws.

#### YOUR ACCOUNT

Your own IdeaFeX account is necessary to participate in the public sale of the IdeaFeX Token, the IdeaFeX referral program, the IdeaFeX review prize, the IdeaFeX competition, and other services that would require you to be logged in. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password.

If you are under 18, you may use IdeaFeX Services only with the involvement of a parent or guardian. IdeaFeX reserves

the right to refuse service and terminate accounts at its sole discretion.

#### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

All services, information, contents, products, and other materials included on or otherwise made available to you through IdeaFeX are provided on an "as is" and "as available" basis, unless otherwise specified in writing. IdeaFeX makes no representations or warranties of any kind, express or implied, as to the operation of these services, information, contents, products, and other materials. You expressly agree that your use of IdeaFeX Services is at your sole risk.

To the full extent permissible by law, IdeaFeX disclaims all warranties, express or implied. IdeaFeX does not warrant that the services, information, contents, products, and other materials included on or otherwise made available to you through IdeaFeX are free of viruses or other harmful components. To the full extent permissible by law, IdeaFeX will not be liable for any damages of any kind arising from the use of any IdeaFeX Service.

# **DISPUTES**

Any dispute or claim relating in any way to your use of any IdeaFeX Service, or to any products or services sold or distributed by IdeaFeX or through IdeaFeX.com will be resolved by binding arbitration, rather than in court. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

# MODIFICATIONS AND SEVERABILITY

We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

To the fullest extent permitted by applicable law, in no event will the aggregate liability of IdeaFeX, its affiliates, or their licensors, service providers, employees, agents, officers, or directors (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these Conditions of Use or the use of or inability to use the Website, its content or products offered thereon (including IFX Tokens), exceed the amounts paid by you to IdeaFeX for content, access to the Website or purchase of its products.

Please note that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the Website, the content and products offered thereon, and that neither the IdeaFeX nor its affiliates should accept any liability for any illegal or unauthorized use of the Website, access to its content or purchase of the products thereon (including IFX Tokens). You agree to be solely responsible for any applicable taxes imposed on or in connection with any transaction contemplated herein.

# **FORCE MAJEURE**

IdeaFeX, its affiliates, or their licensors, service providers, employees, agents, officers, or directors (jointly), shall not be liable and disclaim all liability to you in connection with any force majeure event. If an event of force majeure occurs, the party hereto injured by the other's inability to perform may elect to suspend these Conditions of Use, in whole or part, for the duration of the force majeure circumstances.

# YOUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY US

You agree to defend, indemnify, and hold harmless IdeaFeX, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including attorneys' fees) arising out of or relating to your violation of these Conditions of Use or your use of the Website's content, services, and products other than as expressly authorized in these Conditions of Use or your unauthorized use of any information obtained from the Website.

#### APPLICABLE LAW

These conditions shall be governed by, and construed in accordance with, the laws of the French Republic.