

HOME CYCLE

NFT SALE TERMS & CONDITIONS

Last revised: 11th July 2023

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These NFT Sale Terms and Conditions (the “**Terms and Conditions**”) are the terms and conditions upon which:

- **HOME CYCLE**, a French *société par actions simplifiée* having its registered office at 7 Place de l'Hôtel de Ville 93600 Aulnay-sous-Bois, registered with the Bobigny Trade and Companies Register under number 953768033, email: community@homecycle.fr duly represented for the purposes hereof by its legal representative, (the “**Seller**”) will sell the NFTs which will be issued and then transferred, to,
- You, a natural or legal person, acting in the capacity of professional or consumer (the “**Buyer**”).

Please read this Agreement carefully before purchasing NFT, as it sets out and explains Your legal rights and obligations including waivers of rights and limitation of liabilities.

By purchasing NFT you will be automatically bound by these Terms and Conditions and the purchase, claim or mint of the NFTs are subject to it, subject to the potential prevailing particular terms and conditions set forth therein.

We strongly recommend that you do not purchase claim and/or mint NFT if you are not an expert in cryptocurrencies, digital assets and blockchain technology. Even if you have knowledge of the technology, you should consult your own lawyer, accountant, and other professionals whereso required. The Seller will not be responsible in any way for any loss incurred by you resulting from the purchase, claim and/or mint of these NFTs.

By purchasing claiming and/or minting NFT, using or otherwise accessing the Platform, you shall be deemed to acknowledge that you do so with full consent and full knowledge of these Terms and Conditions having first obtained legal advice as to the full force and effect of these Terms and Conditions. Your participation will be deemed to be your undertaking that you satisfy this requirement and shall be deemed to be your unequivocal and express agreement to be bound by these Terms.

BACKGROUND

Please visit the Website and read the Information Documents (as defined below) for yourself. The Website and the Information Documents provide a description of the NFT Rights offered by Us.

DEFINITIONS

NFT Rights – The rights that are granted by the Seller to an holder of an NFT as described in the Information Document and the Website.

Agreement – this Agreement exclusively and no other.

Authorised Payment Method – Buyers shall only pay the Purchase Price by using \$MATIC, unless otherwise determined in Seller’s sole discretion.

Beneficial Owner – a natural person who ultimately owns or controls the Buyer and/or the natural person on whose behalf a transaction or activity is being conducted.

Blockchain – the underlying blockchain technology on which the NFT is issued. Unless otherwise decided by the Seller, the NFT will meet the ERC-721 standard (Polygon blockchain). By extension, it also refers to every blockchain technology the Buyer or Seller may use.

Buyer – the purchaser of the NFT, “Purchaser” “purchaser” “you”, “You” “your”, or “yourself”.

Contact – Is the e-mail address to contact the Seller which is: community@homecycle.fr

Erable – Is the company SMARTIMPACT, a French *société par actions simplifiée* having its registered office at 23 rue Taitbout 75009 Paris (France), registered with the Paris Trade and Companies Register under number 903 291 839, that is providing and running the Platform to allow the Seller to sell its NFTs.

Information Documents – the description of the NFT and the NFT Rights available at <https://app.erable.com/collection/0x128725A05139168578e1Fe2398cF6a580a7a6E43/project-info>. The Information Documents may be modified and changed from time to time and is hereby incorporated for reference purposes only.

NFT – means, in the absence of clear legal definition under French law as of the date of these Terms and Conditions, an element recorded into a blockchain that represents an intangible asset such as an image, a character, or work of art. For the purpose of the present Terms and Conditions, NFTs refer to the collection of 650 non-fungible tokens built on the Polygon blockchain encapsulating the NFT Rights. Each NFT is digital in nature and is not linked to nor is sold together with any items or representations that have physical dimensions such as mass or volume.

NFT Sale – means the present NFTs sale. For the avoidance of doubt, the purchased NFTs will be randomly determined by the Smart Contract (as defined below) among the 650 NFTs covered by this NFT Sale.

NFT Starting Sale Period - means the public sale period that start on 11th of July from which NFTs are available for sale.

Platform - the website proposed by Erable which enables the purchase of NFTs.

Price (of an NFT) - means the value of an NFT expressed in \$MATIC, \$WETH, \$USDC or \$USDT on the Platform and as set by the initial Seller (on the Primary Market) and the Seller (on the Secondary Market).

Primary Market - refers to the first sale of an NFT, i.e. the first transaction between a Buyer and the initial Seller concerning one or more NFTs. Sales on the Primary Market take place on the Platform.

Prohibited Person - a person who is not eligible to purchase NFTs under this Agreement by virtue of Clause 11.

Registered Buyer - those Buyers who have purchased NFTs and the purchase has been registered by the Seller, and “You”, “Your” or “Yours” in these Terms and Conditions.

Secondary Transaction – means any transaction in which an NFT is sold by an owner to another owner, or is otherwise transferred, distributed, or disseminated (regardless of whether consideration is paid) in any manner that is not a Primary Transaction, for instance, on the platform Opensea (<https://opensea.io>) or Erable.

Seller – means HOMECYCLE a French company registered with the Bobigny Trade and Companies Register under number 953768033 who proceeds to the sale of NFTs on the Platform (Primary Market).

Terms and Conditions - the terms and conditions contained in this Agreement.

This Jurisdiction - means France.

Wallet - means an application made available by a third party to the User, within which Crypto-assets, Stablecoins, NFTs are held, and over which the Seller has no visibility or control. The User is invited to connect his/her Wallet(s) via the "Sign In" button on the Platform.

Website – means the website of the Seller available at <https://www.homecycle.fr/>.

RECITALS

WHEREAS, the Seller (and/or its affiliates) will allow the sale, claiming and minting of the NFTs.

WHEREAS, the Seller will issue NFTs through the Platform.

WHEREAS, the Buyer wants to purchase the NFTs and acknowledges and agrees to abide by the Terms and Conditions.

NOW THEREFORE, in mutual consideration of the covenants and agreements contained herein, the Seller and the Buyer agree as follows:

INTERPRETATION

Unless the context of this Agreement otherwise requires:

- words of any gender include all other genders;
- words using the singular or plural also include the plural or singular respectively;
- the terms “hereof”, “hereby”, “hereto” and derivatives of similar words refer to this entire document;
- the word “including” shall mean “including without limitation”.

The Terms and Conditions are only in respect of the sale, mint and/or claim of NFTs. Any potential future use of the NFTs is in connection with the NFT Rights that will be provided by the Seller may be governed by other applicable terms and conditions.

1. NFT RIGHTS

1.1. The Buyer acknowledges and agrees that the rights attached to the NFTs are, other than the ownership of the personal property rights to the NFTs (e.g., the right to freely sell, transfer, or otherwise dispose of that NFT), the ones described in the Information Document and the Website (“**NFT Rights**”).

1.2. No other rights of any kind or nature with respect to the NFTs or any image or other intellectual property (i.e. all intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, code, trade, business, domain or company names, moral rights, rights in confidential information, know-how or other proprietary rights (whether or not any of these are registered and including any

application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world associated with, related to, or linked to, an NFT are granted or licensed to the Buyer.

1.3. These NFT Rights will be offered pursuant to separate terms (whether written or unwritten) published from time to time by the Seller.

1.4. The Buyer, upon purchasing, claiming and/or minting NFTs, acknowledges and agrees that he will not have any rights in shares, security, ownership or any such other rights or any future rights to receive them, nor any intellectual property rights in the Seller and/or its affiliates.

2. THE NFTS

The NFTs are not intended to be any form of:

- security;
- commodity;
- any form of financial instrument; or
- investment.

Buyers should have no expectation of influence over the shareholders' general meetings of the Seller as well as no rights to the Seller's dividends.

Buyers should have no expectation of price appreciation whatsoever.

The Purchaser acknowledges that the proceeds from the NFT Sale may be indicated in the Information Documents or the Website but ultimately shall be utilized by the Seller at its sole discretion.

Nothing in these Terms and Conditions shall be considered to constitute a prospectus of any sort whatsoever or a solicitation of investment of any kind. These Terms and Conditions are not an offering to buy or sell any securities in any jurisdiction.

Buyer declares that the Seller has not solicited it in any form whatsoever, to buy, claim and/or mint NFTs.

3. OFFER AND SALE

3.1. The Seller offers for sale to the Buyer NFTs in accordance with the Terms and Conditions.

3.2. The Buyer agrees to purchase, claim and/or mint NFTs offered for sale from the Seller in accordance with the Terms and Conditions.

3.3. The Buyer will, receive its purchased NFTs on its public Polygon address communicated to the Seller.

3.4. The number of available NFTs as well as the different categories of NFTs is entirely the preserve of the Seller.

3.5. The NFT Starting Sale Period may be subject to change at the sole discretion of the Seller.

3.6. The Seller may terminate the sale of the NFTs at any time for any reason at its sole discretion.

3.7. The Seller will publicly release updates and information on the Website in respect of the NFT Rights.

3.8. The Buyers are purchasing, minting and/or claiming the NFTs from the Seller through the Erable's Platform.

3.9. Erable is not responsible in any way for the minting, selling, delivery, or development of the NFTs. It only acts as an intermediary, providing the Platform for Sellers to use in order to sell, mint, and/or deliver their NFTs, and for Buyers to buy, claim and/or mint NFTs as well as follow the activities associated with the Seller and the NFTs.

4. OFFER PRICE

4.1. Buyer hereby agrees to purchase the NFTs at the Price set forth on the Definition section above and in accordance with the procedures set forth on the Platform.

In any case, the Price per NFT may be subject to change at the sole discretion of the Seller, who shall publish the new Price per NFT on the latest version of the Agreement pursuant to Article 12.

4.2. The Seller does not give any guarantee that the Price will remain static, and it may change from time to time.

4.3. Buyers shall only pay the Price by using the Authorised Payment Method as defined above.

4.4. For the avoidance of doubt, the purchase Price is per NFT, multiplied by the number of NFTs purchased.

5. NFT PURCHASE PROCEDURE

5.1. The Seller reserves the right to amend and modify this NFT Sale procedure at any time.

5.2. Full instructions and procedures will be provided on the Platform in respect of the purchase, payment and/or minting of the NFT.

5.3. Buyers can buy NFTs only via Metamask and more generally any wallet (for which the Buyer is entirely responsible) connected to the Polygon blockchain.

5.4. Payment will not be deemed received until such a time as the entire purchase Price has been paid in full. Any exchange charges and transaction fees are the sole responsibility of the Buyer and no deduction must be made against the purchase price.

5.5. Failure to follow the instructions and procedures provided on the Platform, or payment by any other means than the Authorised Payment Method are not accepted by the Seller.

5.6. The Buyer acknowledges and agrees that he has no right to obtain a refund of his contribution, or otherwise cancel his purchase of NFTs obtained via this NFT Sale, once such purchase is completed and NFTs are minted due to the uncertainties of the value to be attributed to the NFTs once minted and/or the fluctuations inherent in the value of cryptocurrency generally. As a result, the Buyer expressly acknowledges and agrees that he has no right of withdrawal pursuant to Article L. 221-28

of the French Consumer Code. However, the Seller may, at its sole discretion and on a case-by-case basis, examine any specific requests in order to eventually satisfy Buyers.

5.7. The Buyer acknowledges and agrees that he or she will accept the amount of NFTs allotted by the Seller if the requested amount of NFTs is not available.

5.8. In the event that the purchase or the mint of NFTs is not completed or fails for merely technical reasons, the Seller agrees to return to the Buyer any amount paid, less any reasonable transaction costs, to the originating source only. This clause applies if the transaction is not subsequently completed.

6. DELIVERY AND WALLET

6.1. The NFTs to be minted by the Buyer will be locked in a smart contract deployed on the Polygon Blockchain (the “**Smart Contract**”).

6.2. By using its/his/her blockchain address, the Buyer will be able to claim, mint and receive the NFTs by interacting with the Smart Contract directly on the Polygon Blockchain. The minted NFTs will be automatically transferred from the Smart Contract’s address to the Polygon Blockchain address of the Buyer.

6.3. The Buyer shall pay the transaction fees (such as Gas Fees) required for the interaction(s) with the Smart Contract (*i.e.* claiming, minting and receiving the NFTs). “**Gas Fees**” fund the network of computers that run the decentralized Polygon network, meaning that the Buyer will need to pay a Gas Fee for each transaction that occurs via the Polygon network.

6.4. The Seller does not have any insight into or control over these payments or transactions, nor does the Seller has the ability to reverse any transactions. Accordingly, the Seller will have no liability to You or to any third party for any claims or damages that may arise as a result of any transactions on the NFTs that you engage in.

6.5. The Buyer expressly acknowledges that the NFTs will not be sent directly by the Seller and may only be received through interactions with the Smart Contract. Therefore, the Buyer understands that it is its/his/her responsibility to claim and mint the NFTs which it/he/she has purchased, and that the loss of the private key (or other equivalent credential) corresponding to the blockchain address mentioned above may impair its/his/her ability to receive the NFTs that it/he/she purchased. The Seller shall not be responsible for the loss incurred by the Buyer in the event of a loss of the private key (or other equivalent credential).

6.6. For the avoidance of doubt, the Seller’s obligation to deliver the NFTs will be materialized by the deployment of the Smart Contract, as long as, by interacting with the Smart Contract, the Buyer is able to claim, mint and receive a number of NFTs corresponding to the amount purchased.

6.7. All Secondary Transactions are subject to the following terms: the NFTs transferee (the “**Transferee**”) shall, by purchasing or otherwise receiving the NFTs, be deemed to accept all of the terms of these Terms and Conditions as a “Buyer” hereof and the NFTs transferor (the “**Transferor**”) shall provide notice to the Transferee of these Terms and Conditions, including a link or other method by which the terms of these Terms and Conditions can be accessible by the Transferee, and shall cause the Transferee to agree to the terms of these Terms and Conditions. Buyer further acknowledges and agrees that all Secondary Transactions will be effected on the Polygon blockchain (or any other blockchain indicated by the Seller), the blockchain network governing the NFTs.

7. DATA PROTECTION

7.1 You acknowledge that the Seller and/or Erable may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with these Terms and Conditions, or the NFT Rights. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and
- if from time to time we provide you with access to a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

7.2 Please see our Privacy Policy for more information regarding the protection of your personal data.

8. PROHIBITED PERSONS

Persons from the following countries will be ineligible to purchase NFTs during the NFT Sale:

8.1. People from the following countries: Afghanistan, Albania, Angola, Azerbaijan, Bosnia and Herzegovina, Bahamas, Barbados, Burma, Botswana, Burkina Faso, Burundi, Cayman Islands, Cambodia, Cameroon, Crimea, Luhansk or Donetsk (Ukraine), Chad, China, Congo, Congo (Democratic Republic), Cuba, Ethiopia, Eritrea, Fiji, Palau, Ghana, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Lao people Democratic Republic, Liberia, Libya, Madagascar, Malia, Mozambique, Nicaragua, Uganda, Nigeria, Korea North, Pakistan, Panama, Puerto Rico, American Samoa, Senegal, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Trinidad and Tobago, Turkmenistan, Uganda, United States, Uzbekistan, Vanuatu, Venezuela, Virgin Islands (United States), Yemen, Zimbabwe.

8.2. The Politically Exposed Persons (PEP).

8.3. Persons who have not reached their majority in their country of residence ineligible to purchase NFTs during the NFT sale period.

9. ACKNOWLEDGEMENT OF RISK

9.1. You represent and warrant that You fully understand and have significant experience of cryptocurrencies, digital assets, NFTs and blockchain systems and services.

9.2. The Buyer acknowledges and agrees that he has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of non-fungible cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems to understand these Terms and Conditions.

9.3. The Buyer fully understands the risks associated with the trading of cryptocurrencies and digital assets, the purchase, claim and mint of NFTs, as well as the mechanics related to the use of such cryptocurrencies, digital assets and NFTs (including with respect to their storage and exchange).

9.4. You acknowledge that trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics.

9.5. You represent and warrant that You are not entering into transactions that are above Your financial abilities.

9.6. The Buyer acknowledges and agrees that there are risks associated with purchasing NFTs, owning NFTs, and using NFTs for the provision or receipt of NFT Rights of the Seller and its affiliates. By purchasing NFTs, the Buyer expressly acknowledges and assumes these risks.

9.7. The Buyer acknowledges and agrees that he or she understands that he or she may lose some of or all of his or her contribution in this NFT Sale.

9.8. Without prejudice to 5.7 and 5.9, the Buyer acknowledges and agrees that he or she has no right to obtain a refund of his or her contribution, or otherwise cancel his or her purchase of the NFTs obtained via this NFT Sale, once such purchase and/or mint is completed due to the uncertainties of the value to be attributed to the NFTs once purchased and/or the fluctuations inherent in the value of cryptocurrencies, digital assets and NFTs generally.

9.9. The Buyer acknowledges and agrees that he is aware that cryptocurrencies, digital assets and NFTs operate in a network without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks. Their value is not guaranteed and depend on unregulated markets.

9.10. The Buyer acknowledges and agrees that if the NFT Rights are finally granted differently than expected or cannot function properly, the NFTs will not be refunded which is a significant risk that You accept. Moreover, there is no guarantee of liquidity with respect to the NFTs as well as the existence of a secondary market. As a result, the Buyer may not be able to sell his NFTs easily or at prices that would provide him with a valuation gain.

9.11. You acknowledge and agree that each payment of the purchase Price of one NFT gives You right to claim and mint one of the unique NFTs subject to the present Terms and Conditions.

9.12. You represent and agree that the Seller may decide, in its sole discretion, to move the NFTs on a different Blockchain than Polygon, in particular if such new blockchain is considered as more suitable to support the NFTs.

9.13. You represent that You have read, understood and agreed to all the risk factors attached as Appendix to these Terms and Conditions.

10. REPRESENTATION, WARRANTIES AND COVENANTS

You hereby agree that purchasing, claiming and/or minting NFT(s) you warrant and represent the following to be true:

10.1. You are not a Prohibited Person. If you purchase the NFT(s), we are deeming the purchase to be your undertaking that you are not a Prohibited Person as set forth in section 8.

10.2. You have not received advice from the Seller, Erable or any employee or agent of the Seller and/or Erable regarding purchasing the NFT(s).

10.3. You are legally permitted to purchase and hold the NFT(s) in your jurisdiction.

10.4. You are of legal age to purchase and hold the NFT(s) and are not aware of any legal reason preventing you from so doing in your jurisdiction or in this jurisdiction.

10.5. You are of sound mind and have the requisite power and authority to understand and agree to these Terms and Conditions and to carry out and perform the obligations as set out hereunder and that you fully understand English and this unique English version of this Agreement.

10.6. The funds you provide have not been derived from or related to any unlawful activity including but not limited to money laundering, terrorist financing and furthermore you agree that you will not use the NFTs, Website, or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes. The Seller reserves the right to terminate your use thereof should you use or attempt to use the NFTs, Website, or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes.

10.7. You will notify us of any change in the information you supply to us.

10.8. You will not use the Website, NFT(s) or Platform to cause nuisance, annoyance, or inconvenience.

10.9. You will not try to harm the business of the Seller, the NFTs, or Erable in any way whatsoever.

10.10. You hereby note you are solely responsible for your own tax liability, if any, in relation to the NFT(s) which may adversely affect you including but not limited to withholding taxes, income tax, VAT, CGT or other applicable taxes.

10.11. You hereby note that you have sole responsibility for the acquisition, appreciation or depreciation of the value of the NFT(s).

10.12. You represent and warrant that you will not use the NFT to violate any right of the Seller, Erable, their licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent.

11. LIMITATION OF LIABILITY

11.1. To the maximum extent permitted by law and any regulatory provisions to which We are subject to, You acknowledge and agree that the entire risk arising out of Your participation in purchasing, claiming and/or minting of the NFTs is entirely Yours and remains with You at all times, before, during and after such risk may apply.

The Buyer will be liable for the obligations incumbent on her/him under these Terms and Conditions in accordance with the general rules applicable.

The Seller can be held liable for faulty execution or non-execution of its obligations in compliance with these Terms and Conditions only in case of Seller's proven fault.

Moreover, the Seller can be held liable only for direct (but not indirect) damages incurred by the Buyer because of a failure of the Seller's to meet the obligations incumbent upon it pursuant to these Terms and Conditions. On the other hand, the Seller can in no case bear liability for indirect damages caused to the Buyer, notably but not exclusively for any loss or absence of profit, performance, advantage or capital gain notably financial or in terms of turnover, revenues, expected savings or investments.

Moreover, the Buyer can only, except for gross negligence or wilful misconduct, be held liable for foreseeable damage.

The Seller cannot be held liable for any loss or damage incurred by the Buyer because of any failure by the Seller to fulfil its obligations that results from a case of force majeure or from the fault of a third party.

The Seller cannot be held liable in case of abnormal use, which includes a use not in conformity with these Terms and Conditions, or fraudulent or illicit use of the Website, the NFTs or NFT Rights by the Buyer and more generally for any non-compliance with these Terms and Conditions by the Buyer.

11.2. The Seller will not be liable, under any circumstances, for any loss or damage incurred by the Buyer in respect of any breach of security in respect of his passwords, wallets, account number and secret codes.

11.3. The aggregate liability of the Seller for any circumstance or event arising out of or in connection with these Terms and Conditions will be limited to, and will in no event exceed, the amount You have paid to purchase the NFTs during the NFT Sale. The limitations of damages set forth in this Clause is a fundamental element of the basis of the bargain between Us and You.

Neither We nor any other party involved in the creation, production, mint or delivery of the NFTs will be liable, in any way, for any incidental, special, exemplary, legal (reasonable costs) or consequential losses or damages, this to include but not exclusively, loss of profits, loss of data (excluding personal data, which specific policies are stated in our privacy policy), loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages whatsoever of a personal nature, including bodily injury, emotional distress arising out of or in connection with these NFTs whether or not they are based on warranty, contract, tort, this to include negligence, product liability or any other such thing, whether or not the Seller has been informed of such matters and the possibility of any such damages or alike, this also, even if a limited remedy set forth and contained in these Terms and Conditions has failed or could fail, because of essential purpose.

11.4. Erable, as the provider of the Platform only, shall in no event be liable for any damages whatsoever related to the purchase or use of the NFTs.

11.5. You agree to release, indemnify, and hold Us and Our contractors, sub-contractor, affiliates and subsidiaries and agents and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with Your violation of any of these Terms and Conditions.

12. CHANGES TO THIS AGREEMENT

12.1. These Terms and Conditions may be revised or updated from time to time. Accordingly, you should check the Terms and Conditions for updates. You can determine when the Terms and Conditions were last revised by referring to the “Last Revised” legend at the top of this document.

12.2. Each time you access the Platform, or upon the purchase, claim and/or mint of any NFTs, You signify Your acceptance of the then-current Terms and Conditions.

12.3. Any changes in these Terms and Conditions take effect upon posting and apply only to your use of our Platform and the Terms and Conditions of the purchase of any NFTs or information collected from you on and after Last Revised date, unless we have other communications with you.

12.4. We may make changes to the Platform or the Terms and Conditions of the NFT Sale at any time.

12.5. You understand and agree that We may discontinue or restrict Your use of the Platform at any time for any reason or no reason with or without notice and without reference to You and there is no right of appeal.

13. DISCLAIMERS

13.1. If you choose to purchase, claim and/or mint NFTs, you do so entirely at your own risk and, to the fullest extent permitted by applicable law, subject to the terms contained in this clause.

13.2. You acknowledge and agree that we do not have any obligations, whatsoever, or under any circumstances, to conduct any checks not required by applicable law, including but not limited to, background checks, on any Buyer.

13.3. You hereby acknowledge and agree that the NFTs and NFT Sale as well as the Platform are made available ‘as is’ and ‘as available’, with no warranties of any kind whatsoever and that, without prejudice to the generality of the foregoing, we make no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose or performance of the same. The Seller explicitly disclaims on behalf of itself all other entities, persons and parties that are or in the future may provide any NFT Rights, and each of their respective officers, employees, directors, representatives and agents (collectively the “**Disclaimed Parties**”), any and all guarantees, warranties and conditions, implied or express, including without limitation any implied warranty of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, to the maximum extent permitted by applicable law, and any warranties arising out of trade or usage or dealing. The Seller, on behalf of itself, as well as the Disclaimed Parties, makes no guarantee, representation or warranty that the NFTs will meet Buyer’s requirements, or the NFTs will be available on an uninterrupted, error-free, or secure basis. Neither the Seller nor the Disclaimed Parties make any warranty or representation or guarantee regarding the accuracy, timeliness, quality, truthfulness, completeness or reliability of any content or information related to the NFTs.

13.4. We make no warranty that the NFT Sale, including but not restricted to, any information provided via any communication will meet Your requirements or will be available or made available in an uninterrupted, secure or error-free basis.

13.5. We make no warranty in respect of the quality of any content, truthfulness, completeness or reliability of any content obtained through the Website.

13.6. No advice or information, whether either oral or in writing, obtained from Us, Our Website or the Seller will create any warranty expressly or otherwise, herein.

13.7. The Seller bears no responsibility for the success or otherwise of the NFT(s), The NFT(s) may have no value and you as Purchaser may lose all amounts paid. The Purchaser agrees, understands and assumes all risks in relation to purchase Price.

13.8. The regulatory status of the NFT(s) remains unclear or unsettled in many jurisdictions. Indeed some jurisdictions may implement legislation that will affect the NFTs, the Seller accepts no liability in relation to regulatory action that may be taken or which may affect the Seller in the future. Furthermore, the Seller may cease operations in a jurisdiction which takes regulatory action, changes laws adversely or makes it commercially undesirable to trade in such jurisdiction.

13.9. The disclaimers are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by the Seller, including through a registration or subscription process, or other means. In the event of a conflict between the Terms and Conditions and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall take precedence.

14. MISCELLANEOUS

14.1. Any reference to statute, enactment, order or regulation or other similar instrument made in this Agreement, shall be construed as a reference or instrument as it is force for the time being taking into account any amendment, extension, application, consolidation or re-enactment and includes all and any subordinate legislations for the time being in-force.

14.2. In the event that one or more of these Terms and Conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality or unenforceability be deemed to be severed and removed and all remaining terms shall remain in full force and effect.

14.3. This Agreement constitutes the entire Agreement (this to include any other provisions referred within this Agreement) and supersedes any and all previous agreements.

14.4. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail. You agree that you are able to print the communications for your records. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to the Seller's e-mail address as defined in Contact.

Other than set out above, any notice shall be in writing addressed to the other Party at its registered office or principal place or business or other such address as may, from time to time have been notified for this particular purpose. Notice shall be deemed to have been received:

- if sent by prepaid first-class post, three (3) days (excluding any non-working day) after posting, this not to include the day of posting;
- if delivered by hand and given into the hand of a responsible person who signs for receipt; or
- if sent by email, delivery is deemed at the time an express non-automated acknowledgement is received from the intended recipient.

14.5. The e-mail address you provide on the Platform will be the e-mail address we will use for all NFT related communications to you. It is your responsibility to monitor these messages and respond in an appropriate manner. You represent and warrant that any information you enter is correct and applies only to you and that you will keep your e-mail address and other information about you in your account up to date.

14.6. All communications and data collected are subject to the Privacy Policy of the Seller and/or Erable.

14.7. The Seller shall not bear any liability for any failure or delay in the performance of its obligations under this Agreement if such delay or failure to perform is due to any Force Majeure, for the purpose of this Agreement, Force Majeure shall be defined as any act, omissions, cause or circumstance beyond the reasonable control of the Seller, this to include without any limitations: acts of god, war, national emergency, protests or rebellion, civil commotion, riots or strikes and any form of industrial dispute (whether or not involving either party's work force), earthquake, flood, drought, epidemic, fire, explosion, act of terrorism, or any other act ordered by any government, council or constituted body.

14.8. Any waiver of any breach of this Agreement by the Seller, or any default, under any provision of the Agreement by the Buyer shall only be valid if agreed in writing. Any further or subsequent breach or default by the Buyer whether similar or otherwise shall in no way affect this Agreement. Similarly, any failure or delay, by either Party to this Agreement, to insist upon strict performance of any of the provisions of the Agreement shall not be construed as a waiver of any of its rights, under this Agreement.

14.9. These Terms and Conditions contains all of the terms which the Parties have agreed to in relation to the use of the Platform, Website and purchase/Sale of NFTs and the Terms and Conditions supersede any prior written or oral content, agreement, representations or undertakings between the Parties or made by third parties. It is acknowledged by the Purchaser that they have not acted, relied on or been induced to enter into the purchase of NFTs by reason of any representations made by or on behalf of the Seller.

14.10. The Seller reserves the right to assign its rights and duties under these Terms and Conditions to any person at any time without notice to you, nor will it seek your approval on any such assignment. The Seller may proceed to a notification via email to the Buyers, for information only.

15. PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Buyer acknowledges having been informed in a comprehensible manner, by means of the availability of the present Agreement and in accordance with the provisions of Article L.221-5 of the French Consumer Code, prior to accepting this Agreement:

- on the essential characteristics of the NFTs and the NFT Rights, taking into account the communication medium used;
- on the Price of the NFTs;

- on the terms of payment, supply and performance of the Agreement and in the absence of immediate execution of the Agreement;
- the identity of the Seller and its postal and electronic contact details, as well as its activities, if they are not apparent from the context;
- on legal and contractual guarantees and their implementation;
- on the possibility of resorting to conventional mediation in the event of a dispute;
- on the absence of right of withdrawal and other important contractual conditions;

The fact that Buyers use the Platform implies full acceptance of this Agreement and the obligation to pay for the NFTs ordered, which is expressly acknowledged by the Buyers, who waive, in particular, the right to rely on any contradictory document, which would be unenforceable against the Seller.

16. MEDIATION AND DISPUTES SETTLEMENTS

In accordance with the provisions of Articles L.612-1 and following of the French Consumer Code, any Buyer who is a consumer within the meaning of the said code may, free of charge, refer to a consumer mediator with a view to the amicable resolution of a dispute with the Seller.

The body appointed by the Seller for this purpose is the Mediator of the French Financial Markets Authority ("*Médiateur de l'Autorité des Marchés Financiers* (AMF)").

In order to contact this body, the Buyer may:

- go to the French Financial Markets Authority's website: <https://www.amf-france.org/fr/le-mediateur-de-lamf/votre-dossier-de-mediation/vous-voulez-deposer-une-demande-de-mediation> and fill in the online form, enclosing supporting documents;
- or send their complaint by post to the following address: Médiateur de l'Autorité des Marchés Financiers 17, place de la Bourse – 75082 Paris Cedex 02 Tel: 01 53 45 60 00

A dispute may only be examined by the consumer mediator if:

- the Buyer justifies having tried, beforehand, to resolve his dispute directly with the Seller by a written complaint expressly identified as such detailing the reasons for his complaint as well as all the information useful to the Seller to understand, study and appreciate the causes, consequences and incidences of this complaint, and sent by e-mail to the e-mail address as set forth in the Contact above;
- the claim is not manifestly unfounded or abusive;
- the dispute has not been previously examined or is not being examined by another mediator or by a court;
- the Buyer submits his request to the mediator within a maximum of one year from the date of his written complaint to the Seller;
- the dispute falls within the competence of the mediator.

The Buyer will be informed by the mediator of the action taken on his or her request for mediation.

Furthermore, the Buyer is informed that in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent settlement by extrajudicial means of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr>

17. LAW AND JURISDICTION

17.1. These Terms and Conditions shall be governed and construed in accordance with the laws of France.

17.2. In case of dispute as to the interpretation or execution of the agreement, the parties will make every effort to find an amicable solution.

In the absence of an amicable resolution, You acknowledge and accept that in the event of a claim or dispute, they shall be submitted to the exclusive jurisdiction of the Paris Commercial Court (*Tribunal de Commerce de Paris*).

These provisions relating to the applicable law and the competent jurisdictions are applicable subject to the imperative provisions that would have to be applied to the buyer in his capacity as a consumer within the meaning of the French consumer code, where applicable (in particular Article R. 631-3 of the French Consumer Code).

17.3. These Terms and Conditions may be translated by the Seller or third parties into other languages. The English version will prevail in case of differences arising in translation.

18. CONTACT US

If you have any questions, do not hesitate to contact us using the e-mail as set forth in the Contact herein.

APPENDIX - Risk Factors

Risk of loss of access to NFTs due to loss of credentials

The loss of credentials (including cryptographic private key) will result in the loss of the purchased NFTs. Good practices advise Buyers to store their credentials securely in one or more backup locations that are geographically separated from the work or home location.

Risks Associated with the Polygon blockchain protocol

The NFTs are based on the Polygon blockchain protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Polygon blockchain protocol may cause the Platform or NFTs and/or the NFT Rights to malfunction or operate in a way that is not expected. The native Polygon blockchain Protocol account unit, may itself lose value in a similar way to the NFTs, and also in other ways.

Legal risk and risk of adverse regulatory intervention in one or more jurisdictions

DLT technologies have been reviewed by various regulatory bodies around the world, including within the European Union.

The sale of the NFTs may be impacted by the passing of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of intangible assets such as NFTs.

Given the lack of cryptocurrencies, digital assets and NFTs qualifications in most countries, each buyer is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of NFTs according to the laws applicable to their nationality and place of residence.

Risk of a lack of interest in the NFTs

There is a possibility that there may be a limited public interest in the NFTs. Such a possible lack of interest could eventually impact the development of the project and, therefore, on the uses or potential value of the NFTs.

Risk of theft and piracy

Hackers or other malicious or criminal groups or organizations may attempt to interfere with the NFTs in several ways including, but not limited to, denial of service attacks, Sybil attacks, mystification, surfing, malware attacks, or consensus-based attacks.

Risk of weakness or exploitable breakthrough in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, may present risks for digital assets and the Platform, which could result in the theft or loss of NFTs.

Risk of a tight market for NFT

There are currently few marketplaces on which NFTs can be traded. Such marketplaces will probably be relatively new and subject to poorly understood regulatory oversight. They may therefore be more

vulnerable to fraud and default than the established and regulated exchanges that exist for other products. Should marketplaces that represent a substantial part of the NFTs' trading volume be involved in fraud, security failures or other operational problems, the failures of such marketplaces may limit the NFTs' value or liquidity.

Liquidity Risk

There is no assurance that a secondary market will develop and that the holders will be able to sell their NFTs.

Risk of an uninsured loss

Unlike bank accounts or accounts in other regulated financial institutions, crypto assets held through the blockchain are generally uninsured. At present, there are no or very few public or private insurance agents providing Buyers with coverage against a loss of NFTs or a loss of value.

Risk of winding-up of the Seller's project

For a number of reasons including, but not limited to, an unfavourable fluctuation in cryptocurrencies, digital assets or NFTs markets value, an unfavourable fluctuation in NFTs value, the failure of business relationships or competing intellectual property claims, the Seller project may no longer be a viable activity and may be dissolved or simply not launched.

Unforeseen risks

Cryptocurrencies and cryptographic tokens are a new and untested technology. In addition to the risks stipulated above, there are other risks that the Seller's team cannot predict. Risks may also arise out of and/or occur as unanticipated combinations or as changes in the risks stipulated herein.

If you are in any doubt as to the action you should take and the consequences it will involve, please consider consulting your legal, financial, tax or other professional advisor(s) for necessary advice.