

The logo for 'erable°' is displayed in a bold, black, sans-serif font. The word 'erable' is followed by a superscripted degree symbol (°). The logo is centered within a solid yellow rectangular background.

MARKETPLACE GENERAL TERMS AND CONDITIONS

*Version dated May 31<sup>st</sup> 2023*

## SUMMARY

<b>GENERAL TERMS AND CONDITIONS</b>	<b>- 3 -</b>
<b>1    DEFINITIONS</b>	<b>- 3 -</b>
<b>2    OBJECT</b>	<b>- 5 -</b>
<b>3    TERMS OF ACCEPTANCE AND ENFORCEABILITY OF THE GTC</b>	<b>- 5 -</b>
<b>4    DESCRIPTION OF THE SERVICES</b>	<b>- 7 -</b>
<b>5    TERMS OF USE OF THE PLATFORM AND SERVICES</b>	<b>- 10 -</b>
<b>6    TERMS OF USE OF THE DASHBOARD</b>	<b>- 16 -</b>
<b>7    FINANCIAL CONDITIONS</b>	<b>- 20 -</b>
<b>8    RESPECTIVE OBLIGATIONS OF THE PARTIES</b>	<b>- 22 -</b>
<b>9    RESPONSIBILITY</b>	<b>- 22 -</b>
<b>10    TERMINATION</b>	<b>- 25 -</b>
<b>11    PERSONAL DATA AND COOKIES</b>	<b>- 26 -</b>
<b>12    INTELLECTUAL PROPERTY</b>	<b>- 27 -</b>
<b>13    EVIDENCE AGREEMENT</b>	<b>- 28 -</b>
<b>14    NO RIGHT OF WITHDRAWAL</b>	<b>- 29 -</b>
<b>15    ABSENCE OF LEGAL GUARANTEES (CONFORMITY – DEFECTS)</b>	<b>- 30 -</b>
<b>16    INSURANCE</b>	<b>- 30 -</b>
<b>17    MISCELLANEOUS</b>	<b>- 30 -</b>
<b>18    MEDIATION</b>	<b>- 32 -</b>
<b>19    LANGUAGE - APPLICABLE LAW AND JURISDICTION</b>	<b>- 33 -</b>

## MARKETPLACE GENERAL TERMS AND CONDITIONS

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These general terms and conditions (hereinafter referred to as "**GTC**") are concluded between:

- on the one hand, 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, and represented by Mr. Yannis Baala (*Président*), contact email address: [contact@erable.com](mailto:contact@erable.com) (hereinafter referred to as "**Erable**" or the "**Company**") duly represented for the purposes hereof by its legal representative, and,
- on the other hand, a natural person (who have reached the legal age of majority in their country of residence) or a legal person (hereinafter referred to as the "**User**"), acting in the capacity of a professional or consumer, who (i) visits or (ii) uses the Erable Platform as defined below.

For more information about the Company, the User is invited to consult the legal notice, which is accessible via the following link:

[https://uploads-ssl.webflow.com/641f263a3a9111866740a6eb/642170371cc24c3f53a6273b\\_mentions\\_legales\\_SmartImpact.pdf](https://uploads-ssl.webflow.com/641f263a3a9111866740a6eb/642170371cc24c3f53a6273b_mentions_legales_SmartImpact.pdf)

Erable and the User are hereinafter individually referred to as a "**Party**" and together referred to as the "**Parties**".

### 1 Definitions

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In addition to those defined elsewhere in these GTC, capitalized terms shall have the meanings set forth below, whether in the singular or plural.

- o **Buyer:** means the User who purchases one (or more) NFT(s) on the Platform.
- o **Custody:** means the storage of Crypto-assets, Stablecoins, and/or NFTs, provided by a third-party service provider, for which Erable has no visibility or control.
- o **Dashboard:** refers to the User's Dashboard (or account) on the Platform, accessible by the User via the Platform by means of his/her Identifiers. Users' Dashboards are an integral part of the Platform.
- o **Crypto-assets:** for the purposes of this definition, means crypto-assets within the meaning of Article L54-10-1 of the Monetary and Financial Code.

NFTs - which should not be considered as Crypto-assets under the Monetary and Financial Code - are offered for sale on the Platform and may be purchased with Crypto-asset such as, MATIC, ETH, WETH, Stablecoins, or Fiat currency (as defined below, such as US Dollar).

- o **Email for any questions:** [contact@erable.com](mailto:contact@erable.com)
- o **FAQ:** means the tabs written by the Company available on the Erable's Discord or on the Platform, to explain its operation and the Services available on the Platform.

- o **Fee:** means an amount that may be paid by the User for the provision of a Service or the completion of a Transaction.
- o **Fiat currency:** means a legal tender managed by a Central Bank and controlled by a State. If not specified, this currency is the US Dollar. The User has the option to pay for NFT purchases using Fiat currency by utilizing their credit card through the designated solution selected by the Company, referred to as Magic Labs, Inc.
- o **Identifiers:** means the pair of personal identifier and password or the connection through a personal Wallet allowing access to the User's Dashboard and the use of the Services within the limits of the rights granted to the User.
- o **NFTs:** means non-fungible tokens. In the absence of a clear legal provision defining NFTs at this stage under French law, an NFT can be defined as an element registered in a Blockchain that represents an image, a video, a song, a work of art and becomes a non-fungible token.

For the purposes of this definition, it should be noted that an NFT acts as a unique certificate of ownership of a work of art, certified on a Blockchain. It is accompanied by key information about the work's owner, its author, as well as its technical details. Although the artwork can be copied, only one valid NFT per artwork is issued, allowing the holder to claim ownership of that NFT.

The NFTs are original variations of an original creation, and are therefore creations protected by copyright, in the sense of article L.111-1 of the Intellectual Property Code.

- o **Erable Content:** refers to the content available on the Platform written by the Company for which it is responsible in its capacity as publisher.
- o **Platform or Marketplace:** means the website accessible at the url address <https://www.erable.com/> (hereinafter the "Site") of the Company.
- o **Price (of an NFT):** means the value of an NFT expressed in MATIC, WETH, USDT or USDC on the Platform, and as set by the initial Seller (on the Primary Market) and the Seller (on the Secondary Market).
- o **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.
- o **Secondary Market:** refers to all subsequent NFTs Transactions on the Platform, including Transactions occurring after the initial sale of an NFT on the Primary Market, as well as Transactions involving NFTs that may not have been initially sold on the Platform and for which the initial Transaction was carried out on another trading platform.
- o **Seller:** means the User who proceeds to the sale of NFTs on the Platform (Primary Market and/or the Secondary Market).
- o **Services:** refers to all the services offered by Erable to Users via the Platform, and as defined in the article "Description of Services". The Services are an integral part of the Platform.
- o **Stablecoins:** a term for financial instruments based on blockchain technology that aim to eliminate the volatility of cryptocurrencies and replicate the face value of a Fiat currency (often the dollar) such as USDT, DAI, TUSD, USDC (etc.).

- **Transaction or Operation:** refers to any transaction carried out at the User's request through the User's Dashboard and involving NFTs.
- **User's Content:** means the content available on the Platform, hosted by the Company and that may be written by the User from time to time.
- **Wallet:** means an application made available by a third party to the User, within which Crypto-assets, Stablecoins, NFTs are held, and over which Erable has no visibility or control. The User is invited to connect his/her Wallet(s) via the "Connect your wallet" tab on the Platform or use Social Login, as defined below.

## 2 Object

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The Platform allows Users to buy NFTs made available by the initial Seller (Primary Market) or the Seller (Secondary Market) on the Marketplace. The Platform and/or the Company may not be considered as and does not act as the provider/creator/Seller of the NFTs offered for sale through the Platform. It only acts as a Marketplace on which Sellers and Buys can buy / sell / exchange NFTs for a Price (as defined hereabove).

The Platform is also intended to provide Users with information enabling them to discover Erable's activity, its news (events, publications, etc.), FAQ, as well as tutorials aimed at guiding them in using the Platform. It also offers features and/or information allowing Users to contact Erable.

The purpose of these GTC is to define the conditions of access to the Platform, as well as the conditions of use of the Platform and of the online content offered therein, as well as of its functionalities. These GTC are also intended to govern the provision of Services to the User in return for the User's compliance with the obligations and guarantees stipulated in these GTC.

It is specified that these GTC are the only contractual documents that can be enforced against Erable, to the exclusion of any other document (prospectus, summary information document, video supports, presentation of the Services, information on the NFTs, etc.) which are only indicative and non-contractual, and to the exclusion of any other possible conditions of service, sale or purchase by the User which cannot be enforced against Erable in any way.

## 3 Terms of acceptance and enforceability of the GTC

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Any User who accesses the Platform is required to read and accept these GTC, which can be accessed and downloaded via the "*General Conditions*" section on all pages of the Platform and must comply with the terms thereof.

The GTC and the content of these sections may also be communicated by the Company by e-mail or by paper mail upon simple request by the User to [contact@erable.com](mailto:contact@erable.com).

These GTC are formally accepted by the User when creating his Dashboard. The User will also receive a copy by email at the email address provided when creating his Dashboard.

Erable reserves the right to adapt or modify these GTC at any time and without prior notice. Any new version put online shall prevail over any previous version, particularly printed or saved in digital or paper format by the User. The User is therefore invited to consult and regularly read these GTC. The version of the GTC applicable is the one accessible online during the time the User visits and uses the Platform.

The performance of Transactions and/or the connection to the Dashboard and/or the use of the Platform and/or the Services (even if it is only a simple consultation) implies acceptance of the current GTC.

Therefore, for each Transaction carried out or each Service used, the GTC in force on the date of completion of said Transaction or use of said Service are applicable to the User. The User is advised to save the GTC in force on the day of the use of each Service and/or the completion of each Transaction, notwithstanding the archiving rules implemented by Erable.

The User who does not wish to accept the new GTC has the possibility of denouncing the GTC and deleting his Dashboard, under the conditions provided for hereinafter.

THE USER DECLARES AND ACKNOWLEDGES THAT HE/SHE HAS REACHED THE LEGAL AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE AND HAS FULL LEGAL CAPACITY TO ENTER INTO THE PRESENT GTC.

These GTC are concluded for an indefinite period.

**Precontractual information.** The User acknowledges the nature, purpose and characteristics of the Platform and the Services, as well as the prerequisites necessary for their use, in particular the conditions relating to the creation of a Dashboard. The User acknowledges that he/she has requested and obtained all the desired information, in particular regarding the quantitative and qualitative characteristics of the Services, enabling him/her to assess the suitability of the Services to his/her needs and to enter into the GTC with full knowledge of the facts. The User is solely responsible for the choice to use the Platform and the Services, as well as to carry out Transactions, so that Erable's responsibility cannot in any case be sought in this respect.

## 4 Description of the Services

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### 4.1 Services available without creating a Dashboard

The home page (<https://www.erable.com/>) and certain pages of the Platform are accessible to any Internet user. The purpose of these pages is to provide Users with information enabling them to discover Erable's activity, its news (events, publications, etc.) as well as tutorials aimed at guiding them in the use of the Platform and the Services. The Platform also offers features and/or information enabling Users to contact Erable.

However, some pages of the Platform and some Services are only accessible to Users who have previously created their Dashboard.

The Company also administers pages presenting its activity and allowing it to publish content on social networks and to interact with Internet users (in particular on Discord, Telegram, Facebook, Twitter, YouTube, LinkedIn, etc.).

### 4.2 Services accessible subject to the creation of a Dashboard

The benefit and use of the Services described below require the creation by the User of a Dashboard.

#### 4.2.1 Access to and use of a Dashboard

When accessing the Platform and after creating his Dashboard in accordance with the provisions of the article "Creating a Dashboard", the User has access to the said Dashboard.

The Dashboard allows (i) the use of the Services accessible subject to the creation of a Dashboard and (ii) a secure access to the User's personal home page.

The User can benefit from the Services offered by Erable via the Site on his computer or his mobile phone.

## 4.2.2 Services

### 4.2.2.1 User's Wallet

To engage in the buying, selling, and/or exchanging of NFTs on the Marketplace, Users have two options, either to (i) connect his/her Wallet via the "*Connect your wallet*" tab on the Platform, or (ii) connect through social login (referred to as "**Social Login**") using platforms such as Gmail, Facebook, or any other available Social Login connection on the relevant tab.

In the case of Social Login, a Wallet account will be created on <https://magic.link/> (referred to as "**Magic Link**"). Magic Link shall generate a new Wallet for the User, enabling them to sell, buy and/or exchange NFTs.

It is important to note that Erable holds no control or responsibility over external or Magic Link Wallets utilized by Users. For detailed information regarding Magic Link, please refer to the following link on their terms and conditions to which a User selecting such option shall be bound: <https://magic.link/legal/terms-of-service>

### 4.2.2.2 Marketplace

Upon opening his Dashboard, the Buyer has the possibility to discover on the Marketplace the NFTs available for sale.

**Primary Market.** Only the initial Seller, whose name is indicated on the description of each NFT, is the Buyer's co-contractor for the Primary Market. The initial Seller may offer NTFs for sale.

**Secondary Market.** Users can resell their NFTs to each other and are considered co-contractors.

**Marketplace.** The NFTs can therefore neither be taken back nor exchanged for another NFT by the Platform. The purchase or sale of NFTs may be made by means of payment in Crypto-assets, Stablecoins or Fiat currency.

**Characteristics of NFTs.** The NFTs offered for sale on the Platform are described in a document that allows the Buyer to know their main characteristics, and in particular:

- the name of the collection it is issued from
- the contract address it is issued from
- its unique ID
- the wallet address that owns it at this time
- 
- the name of the initial Seller;
- the name of the work, its description, its keywords ("hashtags"), the project number, the generative token,
- the NFT activities and price statistics on the Primary Market and Secondary Market, including the highest, lowest and median price for sales concluded on the Platform,
- if listed for sale, its price bid by the owner
- if offers have been made, the list of offers with associated prices, currencies, and expiration dates

The metadata of each NFT can be consulted by accessing the url indicated by hyperlink on the description sheet.

The Buyer is obliged to carefully read these terms and conditions before acquiring an NFT, the choice and acquisition of which is his sole responsibility.

The photographs and graphics presented on the Platform are not contractual and do not bind the Platform and/or the Company.

The Buyer is required to refer to the description of each NFT in order to understand the description, quantity, characteristics and quality of the NFT, if different from those reasonably expected for a non-fungible token.

The descriptive information is presented in English, but the Buyer can easily obtain a translation through his browser.

The NFTs available on the Platform are offered for sale worldwide. In case of sale outside the French territory, local taxes or payments may be due, and will be at the sole responsibility of the Buyer.

NFT's offers are within the limits of available stocks, as specified on the description sheet completed by the information obtained from the initial Seller (Primary Market) and/or the Seller (Secondary Market).

#### 4.3 New Services

Erable may expand its range of Services by including new services on the Platform, whether these services are accessible to all Users or only through the User's Dashboard. These new services are deemed to be an integral part of the Services as defined in the article "Definitions" of the present document and will be governed by the present GTC. Unless otherwise specified, the new Services may be used by the User as of their effective availability on the Platform, subject, where necessary, to the prior creation by the User of a Dashboard.

#### 4.4 Evolution of Services

Erable may, at any time and without prior notice, develop, improve or adapt the Platform and the Services, and more generally the services or benefits offered, with a view to improving, for example, the functionalities offered on the Platform or within the framework of the Services. This may include the deployment of updates, new version(s), new services or services, or the removal of existing Services. In the event of the permanent deletion of an existing Service, Erable will make its best efforts to notify Users of this change with reasonable notice and provide them with alternative solutions (e.g. alternative operations, transfers to a third party service, etc.). In the event of permanent deletion of all Services, Erable shall proceed to terminate the present Agreement under the terms and conditions set out in the article "Termination - Termination".

Furthermore, Erable may complete or modify, at any time and without prior notice, the Platform, the content of the Platform and the Services that are available on it, in particular according to the evolution of technologies. The User must, if necessary, ensure that he/she adapts his/her computer resources to the changes in the Platform and the Services.

#### 4.5 Assistance

Erable provides the User with technical support to provide information or assistance to Users regarding the technical aspects and functionality of the Platform and Services.

The User remains the sole master of his choices and in particular the choice to use the Services. The technical support does not take charge of the requests relating to the advisability of using the Services and does **not provide legal, tax, financial or strategic advice of any kind**.



This support is accessible by a form via the dedicated section of the Platform. Erable will make its best efforts to respond to the User's request as soon as possible and in an appropriate manner. However, Erable makes no commitment whatsoever as to any response time, nor as to the relevance or exhaustiveness of the content of the response, nor as to the fact that the response provided will effectively resolve the User's request or provide a solution.

**Furthermore, Erable does not provide any advice regarding the use of the Services and, more broadly, the execution of the Transactions. No information provided by Erable should be construed as investment, legal, tax, financial, strategic, business, or any other type of advice.**

Unless otherwise specified in these GTC, the Transactions are carried out solely on the basis of the instructions communicated by the User, with Erable never verifying the relevance, interest or quality of the instructions. Thus, as a reminder, the User is solely responsible for determining whether an investment, an investment strategy or the execution of a Transaction is appropriate according to his/her objectives, financial situation and risk tolerance, and the User will be solely responsible for any partial or total loss or damage, prejudice or even liability arising from it. The User is advised to consult professionals specializing in financial, legal or tax advice before entering into a Transaction.

## **5 Terms of use of the Platform and Services**

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### **5.1 Access to the Platform and Services**

The User declares and acknowledges that he/she has the technical competence to use the Platform and the Services and acknowledges that he/she has verified that the computer configuration he/she uses for this purpose is in perfect working order. The User is solely responsible for the proper functioning of his computer equipment and his access to the Internet.

All costs related to accessing the Platform and the Services, whether hardware, software or internet access costs, are exclusively at the User's expense.

The User undertakes to use the features of the Platform, the Services as well as all the content to which he/she may have access only for purposes that comply with the regulations in force, and with public order, good morals, and the rights of third parties. Erable shall not be held responsible for the User's use of the Platform and the Services, particularly in the event of a breach of the provisions applicable to the User.

Furthermore, the User acknowledges that it is his/her responsibility to use the Platform and the Services in good faith and not to damage the brand image, reputation, or notoriety of Erable or its partners in any way whatsoever.

### **5.2 Quality of the contents**

#### **5.2.1 Erable contents**

The Company is responsible for the Erable Content that it writes (such as information, FAQs, documents, etc., in any form whatsoever, including texts, figures, images, etc.) in its capacity as publisher of the Platform.

The Erable Contents and information written by the Company shall not be interpreted as an investment advice or a solicitation. The Erable Contents and information available on the Platform cannot be considered as a public offer, a solicitation, an investment advice or a canvassing by the Company towards the Users of the Platform.

The Services presented on the Platform may be subject to restrictions in certain countries or with respect to certain persons. However, any User of the Platform must have checked beforehand with his

usual advisers, if any, that he is entitled to consult the Platform, to use it and to have recourse to the Services offered by the Company, in particular with regard to his tax and legal status.

The Erable Content is provided and/or published on the Platform for information purposes only. In fact, despite the care taken in the development and updating of the Platform, the Erable Content that appears on it is provided "as is", as generic information, and the Company cannot therefore guarantee its accuracy, timeliness, relevance, topicality, or completeness, nor its suitability for the User's needs.

Also, the Erable Content appearing on the Platform must not be considered authoritative, nor substitute for the personal judgment of the User, and must not constitute the sole basis for any decision to be made by the latter.

### 5.2.2 User's Content

The User is responsible for the User's Content that may be published on the Platform.

The User is responsible for its use of the Services and any User's Content it provides, including compliance with applicable laws and regulations. Any User's Content is the sole responsibility of the User who created/distributed it.

The User agrees not to provide and/or disseminate User's Content that may be qualified as offensive, harmful, misleading, inaccurate, inappropriate, improper or constituting manifestly wrongful conduct by the User (insults, threats, violence, etc.).

The Company does not necessarily monitor, control, or take responsibility for all User's Content released via the Services.

The Company reserves the right to remove any User's Content that violates any provision of these GTCs, insofar as it constitutes - for example - an infringement of a copyright or other intellectual property right, an infringement of an industrial property right (e.g. a trademark), identity theft, unlawful conduct, harassment, etc.

If the User believes that his User Content has been copied and constitutes an infringement of his copyright, or if the User notices the presence of User Content that is inaccurate or likely to infringe the rights of a third party or to violate a regulatory or legislative provision, he is invited to report it by e-mail to: [contact@erable.com](mailto:contact@erable.com).

### 5.3 Link

Users may not establish a link (including redirections) to the Platform without the express prior authorization of Erable. Such a request for authorization must be sent by email to [contact@erable.com](mailto:contact@erable.com). Under no circumstances shall this authorization be qualified as an implicit affiliation agreement. In any case, the links referring to the Platform must be withdrawn at the first request of Erable.

Erable reserves the right to set up links on the Platform giving access to sites, web pages or applications other than those on the Platform, as well as to redirect the User to other sites, web pages or applications. Users are formally informed that the sites, web pages or applications to which they may have access via these links do not belong to Erable, which moreover reserves the right to remove the said links proposed by the Platform to a third-party application or site if the latter should, in particular, become contrary to the regulations in force or to its values. Erable shall not be liable for access by Users via the links set up on the Platform to third-party sites or other resources present on the Internet network, nor for the content of the information provided by these third-party sites or other resources by virtue of the activation of said links.

### 5.4 Availability of the Platform and Services

Erable strives to provide a quality service and to allow the User to use the Platform and the Services in the best possible conditions. Thus, the Platform and the Services are in principle available 7 days a week, 24 hours a day. However, Erable is not bound by an obligation of result but only by an obligation of means, and does not guarantee the availability, optimal functioning or speed of the Platform or the Services, nor their permanent and continuous accessibility.

Indeed, the User is informed and accepts that access to the Platform and/or the Services may be delayed, altered, prevented or interrupted due to, in particular:

- the technical hazards inherent in the Internet, including in particular fluctuations in bandwidth and the hazards of Erable's Internet service provider, of a partner of the latter and their own updates and technical hazards) and/or of a host;
- a case of force majeure;
- use by the User of the Platform or the Services that does not comply with the GTCs or with the details and indications that may appear on the Platform;
- an unavailability or a hazard with regard to access to the telephone network or the Internet or any other network (computer network, telecommunication or electronic communication network, etc.) by Erable or by the User;
- inability to access or difficulties encountered in accessing data hosted by third parties for reasons not attributable to the Company;
- a problem or difficulty, particularly technical, related to the operation of a Blockchain, including :
  - o the emergence of a "**fork**", a technical phenomenon related to the Blockchain that can be defined as an event during which the Blockchain splits and gives birth to a secondary Blockchain. Forks can be either accidental derivations or consensual technological evolutions;
  - o the malfunctioning of a smart contract under which an NFT has been created by the initial Seller;
- an unavailability or a hazard with regard to access to computer systems, applications, Internet sites or partners or others to which Erable would have recourse for the provision of the Services;
- the unavailability or loss by the User of his Identifiers to access his Dashboard;
- the loss by the User of the private keys of his Receiving Wallet, over which the Company has no control and assumes no responsibility;
- an illicit, malicious or unfortunate act (including facts resulting from the action of "cybercriminals" or "hackers", logical or other attacks such as computer viruses, malicious programs, etc.), having as its object or effect an attack on the computer systems, applications, websites or platforms of the User, of the company, of the partners of the latter.

Furthermore, Erable reserves the right to close access to all or part of the Platform and/or to suspend the execution or supply of all or part of the Services in the event of the occurrence of one of the above hypotheses or in the event of endangerment of or threats to its human resources (e.g. members of its staff) or its technical resources of any kind whatsoever.

For scheduled maintenance operations, Erable will make its best efforts to inform the User in advance. However, the Platform may, without prior notice or compensation, be temporarily closed, and access to or the functionality of the Platform or the Services may be limited, in particular in order to carry out technical or operational interventions or others necessary for their proper functioning (e.g.: test operations, maintenance, control, resolution of possible breakdowns, operational modifications or changes, evolutions, etc.), an update, the deployment of a new version, or any other operation deemed necessary by Erable or which the User accepts.

Erable shall not be held liable for any failure or interruption of the Platform and/or the Services due to one of the cases referred to in this article "Availability of the Platform and Services".

## **5.5 Technical conditions of the Platform and Services**

The User must equip himself with the appropriate telecommunications means to access the Platform, his Dashboard and the Services. The User guarantees that the hardware and software he uses to access the Platform, his Dashboard and the Services, and their use, are in good working order.

The User also undertakes to take appropriate measures to ensure the security of its own equipment and/or data and/or content and/or software from contamination by any viruses, malicious code or any

other harmful technologies or logical infections, and shall ensure that no such viruses are introduced into the Platform.

The User undertakes not to undermine the proper functioning of the Platform or the Services and not to commit any act that could jeopardize the computer security of the Platform or the computer system of other users of the Platform (whether or not they are Users), of Erable or of a partner of the latter. In particular, the User undertakes not to use devices or software of any kind that would disrupt, interfere with or interrupt the normal operation of the Platform or the Services, or that would impose a disproportionate load (in terms of hosting volume, bandwidth, etc.) on the Platform.

The User also undertakes not to extract, for commercial purposes or not expressly authorized, all or part of the information or data present on the Platform, as well as not to use a robot, in particular a *crawler* or *spider*, a software, an automated system, a script, a program, a search application or a website retrieval application, or any other means allowing to extract or index all or part of the content of these applications. Thus, *crawling*, *scraping* or *screen scraping* practices are expressly prohibited.

The content of the Platform may not be downloaded, collected, copied, altered, modified, deleted, distributed, transmitted, broadcast, rented, sold, conceded, exploited, in whole or in part and in any way whatsoever, without the express, prior and written consent of Erable.

The Platform is an automated data processing system. The same applies to Dashboards. The User is prohibited from accessing or maintaining, fraudulently, all or part of the Platform or a Dashboard that is not his own. The User is prohibited from using any access method other than the interface made available by Erable. If such a method is discovered or if the User inadvertently enters a reserved area (for example, another User's Dashboard) without right, the User undertakes to inform Erable immediately by e-mail at the following address: [contact@erable.com](mailto:contact@erable.com) so that Erable can take any measures it deems necessary.

Erable reserves the right to take any action or claim necessary to prevent, stop and punish any infringement of the Platform, the content of the Platform, a Dashboard and also the Services, including in the context of legal proceedings, without prior notice.

The User is solely responsible to Erable, or to the latter's partners, for any damage that may result from access to the Platform, to his/her Dashboard and to the Services, and from their use.

Any breach of the provisions of this article by the User constitutes a serious breach that may lead to the termination without notice of the GTC to the exclusive detriment of the User and the permanent prohibition for the User to access and use the Platform and the Services.

## 5.6 Framework for the use of the Services

**The User must, at all times when using the Platform or the Services, act in compliance with the applicable laws and regulations** (in particular with regard to tax and/or social security declarations that must be made due to the performance of certain Transactions and for which he/she is solely responsible), as well as in accordance with the indications, information and communications of Erable as communicated in particular by means of these GTCs or on the Platform or via the User's Dashboard. In this respect, **it is notably specified that the User is required to carry out all the steps required for his tax and social obligations**, and that Erable does not carry out any such steps on behalf of the Users.

Furthermore, the User agrees not to disrupt, negatively affect or prevent the use of the Platform or Services by any other user (whether or not a User).

User is also prohibited from using or operating the Platform or Services to engage in or participate in money laundering, pyramid schemes or any other risky or illegal transactions.

Furthermore, any commercial use and/or exploitation of the data, including market data, obtained or accessed or made available through the Platform and/or the Services is prohibited, as is any copying, extraction, etc. of said data.

Any breach of the provisions of this article by the User constitutes a serious breach that may lead to the termination without notice of the GTC to the exclusive detriment of the User and the permanent prohibition for the User to access and use the Platform and the Services.

## 5.7 General Principles for Services

### 5.7.1 General restrictions

The Services are accessible to the User who has a Dashboard validated by Erable and which has not been the subject of a, or is not subject to a, suspension, sanction, restriction, limitation, termination, closure or deletion procedure.

In addition, Erable reserves the right, for the purpose of deciding whether a Service or Transaction may be performed by a User, to request specific additional information and/or documentation from the User.

Furthermore, Erable reserves the right, without prior notice and without this giving rise to any right to compensation for the User, to refuse to carry out a Service or an Operation requested by a User, to cancel an Operation requested by the User or to suspend the use by a User of the Services or of one or more specific Services, and in particular in the event of a breach by the User of its obligations or commitments under these GTC or if Erable considers that there are sufficient elements suggesting that the User may be in breach of its obligations and commitments under these GTC, or in particular :

- in case of detection of unusual or suspicious activities on the User's Dashboard, or suspicion of the User's identity;
- in case of detection or reporting of unauthorized access to the User's Dashboard;
- in the event of a request to this effect by a competent authority (request, court decision, ongoing investigation, etc.);
- if the User fails to provide the information or documents requested by Erable;
- in case of inappropriate behavior and/or wrongful acts of the User (insults, threats, violence, etc.).

These restrictions may be lifted by Erable if the latter considers that the causes and reasons that led to their implementation have disappeared, subject to the User providing the information and documents that may be requested by Erable.

## 5.8 Warning - risks inherent to the Services

The User acknowledges that the Transactions carried out within the framework of the Services, and in general the purchase, use, sale, exchange, conversion or even the holding of Crypto-assets/NFTs, present risks for which Erable cannot be held responsible, namely in particular:

- **macroeconomic risk:** the change in the macroeconomic situation may cause, among other things, abnormal price fluctuations, which may affect the User ;
- **political/regulatory risk:** changes in applicable laws and regulations may result in, among other things, abnormal price fluctuations, or even a change in the operating conditions of the Platform and the conditions of provision and use of the Services, which may affect the User;
- **performance risk:** Crypto-assets/NFTs are not issued by financial institutions, and the Crypto-assets/NFTs market is a new and poorly regulated market that may not generate any real return;
- **volatility risk:** Crypto-assets/NFTs are heavily used by speculators, which means that Transactions involving Crypto-assets/NFTs are exposed to extremely high volatility risks;

moreover, Transactions are carried out throughout the day without interruption and without restriction on the rise or fall of the price, which means that the price of Crypto-assets/NFTs may undergo sudden variations leading to partial or total losses of Users' investments. Also, the purchase, sale, exchange, etc. of Crypto-assets/NFTs involve significant risks: the User is advised never to invest more than he can afford to lose;

- **decentralization risk:** there is no central entity or organization that controls and regulates Crypto-assets/NFTs. On the contrary, Crypto-assets/NFTs rely on decentralized Blockchain technology. In the event of a crisis, there is no entity or organization protecting the Crypto-assets/NFTs market to minimize your losses for example;
- **operational risks:** failures of hardware, software or networks (Internet, telecommunications, electronic communication, telephone, etc.) may result in the loss of Crypto-assets/NFTs) may result in the loss of Crypto-assets in certain cases;
- **risk induced by force majeure;**
- **risk of theft or loss** of the private key and other handling errors (e.g.: risk for the User of theft or loss of his Identifiers) that may result in the partial or total loss of the Crypto-assets/NFTs;
- **liquidity risk:** the exchange of a Crypto-asset/NFTs for a Fiat currency is not always guaranteed, nor is it guaranteed for any other type of Crypto-asset.

Erable also insists on the fact that Crypto-assets/NFTs and Blockchain are new technologies, obeying particular rules that differ from traditional investment systems. Thus, any use of Crypto-assets/NFTs whether as an investment, as a monetary equivalent, etc. presents risks that the User must take into account.

The User shall ensure that he/she is informed and trained on the operation and characteristics of a Blockchain, Crypto-assets and NFTs.

In particular, Erable provides Users with information and tutorials to guide them in the use of the Platform and the Services. However, the User is invited to vary his sources of information and thus to consult sites other than Erable's to obtain information and training on the risks inherent in the Services, it being specified that the information and details appearing on the Platform are not exhaustive, nor are they necessarily up to date, and are only indicative for the Users.

The User must therefore be particularly vigilant when using the Platform and the Services, and must ensure that he/she has all the skills and knowledge, particularly technical and financial, required to handle Crypto-assets/NFTs. In particular, Erable reminds Users that **past performance is no guarantee of future performance, and that investing in Crypto-assets/NFTs presents risks of partial or total capital loss**. The User is in any case invited to consult professionals specializing in financial, legal or tax advice before carrying out any transaction involving Crypto-assets/NFTs.

You also acknowledge that you are informed that neither the NFTs nor the Blockchain are concerned by the obligation set forth in Article L.111-6 of the Consumer Code, which only concerns internal software applications and therefore developed by the provider, which excludes decentralized applications and technologies.

The Buyer expressly acknowledges that, in application of article L.224-25-14 III of the Consumer Code, he/she may not argue any defect of conformity related to the specificities of the NFTs.

## 6 Terms of use of the Dashboard

### 6.1 Creation of a Dashboard

In order to create his Dashboard, the User must:



- connect his personal and external Wallet; or
- complete Social Login connection process as defined above.

Failure to comply with this process will result in the User's Dashboard not being created, thereby rendering them unable to access and utilize any Services that require the prior creation of said Dashboard.

By creating their Dashboard, the User acknowledges and confirms the accuracy of the information provided. Erable retains the right to hold the User or any party involved accountable in the event that the transmitted information - if applicable - is found to be false, inaccurate, or misleading.

#### **6.1.1 Conditions for creating a Dashboard**

A Dashboard can only be held by one person (whether an individual or a corporation), and each person (whether an individual or a corporation) can only hold one Dashboard.

Any person (individual or legal entity) wishing to open a Dashboard must have full legal capacity to do so, as well as to commit to these GTC. In this respect, any natural person acting on behalf of a legal entity guarantees to have all the rights and authorizations necessary to validly commit the said legal entity.

Moreover, the opening of a Dashboard by a natural person requires to be at least 18 years old.

It is the User's responsibility to ensure compliance with these conditions.

The content of the aforementioned section and the conditions of eligibility or restrictions on the creation of a Dashboard are liable to change at any time and without prior notice, by simple decision of Erable, in particular but not exclusively in order to comply with legislative or regulatory obligations. Erable shall not be held responsible for the consequences of restrictions (such as refusal to create a Dashboard, suspension or even closure/deletion of the User's Dashboard), even if they are new, which would be relative to the User's country of residence, nationality or country of registered office or which would result from legislative or regulatory obligations.

#### **6.1.2 Identity verification - Know Your Customer**

Erable reserves the right to verify the User's identity, in particular as part of Erable's "Know Your Customer" (hereinafter referred to as "KYC-LCBFT") approach, in order to prevent or detect any attempt or action involving fraud, corruption, money laundering or terrorist financing, and more generally any potential illicit or fraudulent activity or action.

The information communicated by the User in order to benefit from the Services and to carry out Transactions will be used strictly within the framework of Erable's KYC-LCBFT approach.

#### **6.1.3 Prohibitions**

The creation or opening of a Dashboard is forbidden to any User whose Dashboard has previously been closed by Erable as a result of a termination of these GTC for fault of the User.

The User who requests the creation of his/her Dashboard guarantees that his/her use of the Platform and Services will not expose Erable to any sanctions and that this use will not violate any applicable law or regulation, in particular with regard to the fight against terrorism, the fight against corruption or the fight against money laundering.

Thus, the User guarantees in particular:



- not to be subject to a prohibition to use the Services which would result in particular from legislative or regulatory provisions or from an administrative or legal decision for example;
- not be subject to restrictions on access to financial services as adopted by the United Nations, the Council of the European Union, etc. in the context of the fight against terrorism, the fight against corruption or the fight against money laundering;
- Not be on the Specially Designated Nationals list maintained by the Office of Foreign Assets Control (OFAC) or the U.S. Department of Commerce's Denied Persons List.

Any breach of the provisions of this article "Creation of a Dashboard" by the User constitutes a serious breach likely to lead to the termination without notice of the GTC to the exclusive detriment of the User and the permanent prohibition for the User to access and use the Platform and the Services.

Furthermore, the Company reserves the right to refuse the creation of a Dashboard by a User who does not comply with the terms and conditions set forth in this article "Creation of a Dashboard", and more generally in these GTC, as well as to temporarily suspend or close/delete the User's Dashboard under the conditions set forth in the articles "Suspension of the Dashboard" and "Closing and deletion of the Dashboard" of these GTC.

## **6.2 Confidentiality and security of the Identifiers and the Dashboard**

The creation of a Dashboard requires the User to choose login credentials for said Dashboard that are personal, unique (i.e. not used on other websites), and that will be necessary to access said Dashboard. To this end, the User will be asked to choose an identifier or login (i.e. his e-mail address) and a password that must respect the format and characteristics required as indicated on the online form for the creation of his Dashboard.

The User is solely responsible for preserving the confidentiality of his Identifiers, which are strictly personal to him, and undertakes to take all useful measures to ensure this complete confidentiality, and in particular to change his password regularly (i.e. at least every 6 months). Also, the User is required to keep his Identifiers confidential and to protect them against any access by or disclosure to third parties. The User is solely responsible for the strictly personal use of his/her Identifiers and guarantees Erable.

The User's Identifiers may be reset at any time at the User's initiative or at Erable's initiative, provided that the User is informed in advance (it being specified that in all cases this reset must be carried out by the User himself/herself, of course, even if it is at Erable's initiative).

In the event of loss or theft of a password, or in the event of unauthorized access to the User's Dashboard, the User shall immediately inform Erable by e-mail at the following address: [contact@erable.com](mailto:contact@erable.com) or through the contact form and shall follow the instructions that may be communicated to him/her by the Company, in particular in order to lock access to his/her Dashboard. The reopening of the User's Dashboard following such a lockout request will be subject to the communication of additional information and/or documents by the User to ensure his identity and the legitimacy of his reopening request. Erable shall not be held responsible in the event that the User fails to provide the required information and/or documents.

The use of the User's Identifiers to connect to his Dashboard and to carry out operations (including Transactions) is, as between the Parties, imputable to the User (i) of the Transactions carried out on or from his Dashboard, (ii) of any use of the Platform and the Services carried out concomitantly with his connection to his Dashboard and (iii) of any fact or act related thereto.

The User is also informed that the connection or access to his Dashboard by means of his Identifiers constitutes between the Parties the proof of authentication and identification of the User but also of his identity.

Erable shall make its best efforts to ensure the security of access to the Services and in particular to the User's Dashboard, and to prevent any unauthorized person from gaining access to it.

### **6.3 Suspension of the Dashboard**

Without prejudice to the stipulations set out in the article "Denunciation - Termination" of these GTC, Erable reserves the right to suspend access to the User's Dashboard and to suspend the provision of all or part of the Services as of right and without prior notice, in the event of a breach by the User of its obligations or commitments under these GTC or if Erable considers that there is sufficient evidence to suggest that the User may be in breach of its obligations and commitments under these GTC.

In addition, such a suspension may include:

- in the event of a breach of these GTCs;
- in case of detection of unusual or suspicious activities on the User's Dashboard, or suspicion of the User's identity;
- in case of detection or suspicion or reporting of unauthorized access to the User's Dashboard;
- in case of reasonable suspicion of use of the Platform and/or Services in connection with illegal or fraudulent activities;
- in the event of a request to this effect by a competent authority (request, court decision, decision or request by an administrative or judicial authority, ongoing investigation, etc.);
- if the User fails to provide the information or documents requested by Erable;
- in the event that the User provides and/or disseminates User Content that may be qualified as offensive, malicious, misleading, inaccurate, inappropriate, improper or constituting manifestly wrongful conduct by the User (insults, threats, violence, etc.).

The suspension of the Dashboard implies the impossibility for the User to connect to it and/or to benefit from the Services / to use the Services requiring such connection to the Dashboard.

Insofar as possible (and in particular, unless prohibited by a competent authority or by the applicable provisions), Erable undertakes to inform the User of such suspension without delay and to indicate the reasons for such suspension.

Except in cases where the suspension of the User's Dashboard occurs following a request from a competent authority, Erable will indicate to the User, by sending an e-mail to the e-mail address provided by the User in his Dashboard, a deadline within which he will be required to remedy the causes of this suspension (for example, actions to be carried out in the event of a breach by the User of his obligations or commitments under these GTCs, or the communication of information and/or documents for Erable to analyse the situation, etc.). If not specified, this period is 7 (seven) days.

If the User fails to comply with Erable's requests within the time limit communicated by the latter, Erable reserves the right to permanently close the User's Dashboard for misconduct and to terminate these GTCs under the conditions of the article entitled "Termination" herein.

### **6.4 Closing and deleting the Dashboard**

#### **6.4.1 General principles**

The User may request the closure and deletion of his Dashboard directly from his Dashboard or by email to [contact@erable.com](mailto:contact@erable.com).

The closure and deletion of the Dashboard by Erable shall in any case take place automatically within a period of two (2) years from the last connection of the User to his Dashboard.

In addition, Erable will close and delete the User's Dashboard in the event of termination of these GTC.

In this respect, and unless otherwise stipulated in these GTC, the closure of the Dashboard implies the impossibility for the User to connect to it and/or to benefit from the Services / to use the Services requiring such a connection to the Dashboard, as well as the deletion of said Dashboard.

It is furthermore specified that it is the sole responsibility of the User to ensure the conservation and backup of information and documents transmitted by Erable or to Erable, or more generally via the Platform and/or recorded or stored in the Dashboard, as Erable does not provide conservation, backup or third-party archiving services in this respect.

The closure and deletion of a Dashboard, regardless of the cause or initiator, will not give rise to any compensation of any kind for the User.

#### **6.4.2 Special situations**

If a Transaction is in progress when the User's Dashboard is closed, Erable reserves the right to cancel this Transaction or other transaction before deleting the Dashboard.

In the event of the User's death, Erable may proceed to transfer the Dashboard to the rightful claimants in execution of a precise and express request from the rightful claimants and upon presentation of the required proofs, subject to the payment of costs applicable to such a transfer, the amount of which will be communicated beforehand by Erable.

### **7 Financial conditions**

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#### **7.1 Crypto-assets/NFTs warning**

The User acknowledges that he/she is aware of the lack of stability of the prices of Crypto-assets/NFTs and particularly their high volatility, for which neither Erable nor its partners can be held responsible.

#### **7.2 Fees on Transactions**

Erable is not charging any fee for the moment.

However, Erable can decide at any time to apply fees to Transactions that will be paid by the User. In this case, the User will be informed of such change and will be therefore obliged to pay these fees to Erable, unless otherwise stipulated in these GTCs that the Fees are due to a third party.

#### **7.3 Price and Fee Warning - No Warranty**

The Price of a Crypto-asset and the amount of Fees on Transactions are fixed at the moment T when the User validates the Transaction. However, due to the high volatility of Crypto-assets, the price of a Crypto-asset and the amount of fees on transactions may not be strictly identical between the time the User views them and the time he/she validates the transaction.

Prices and fees for Transactions may therefore vary, either continuously or from time to time, and at any time. Apart from the cases in which a cancellation of an Operation is possible in accordance with these GTC, Transactions are irreversible and the User cannot request cancellation due to a change in the Prices or Fee rates that occurs after the validation of the Operation.

Furthermore, the Price set at the moment T when the User validates the Transaction is not guaranteed, nor the amount of the associated Transaction Fees:

- in the event of a validated but not effectively completed and executed Operation;
- following a modification of the Operation requested by the User or resulting from an error or mishandling attributable to the User;

- in case of non-compliance with these GTC by the User;
- in case of suspension or closure/deletion by Erable or by the User of the latter's Dashboard;
- in case of cancellation of the Operation by the User or by Erable under the conditions provided for in the GTC;
- in case of force majeure;
- in the event of failure or interruption of the Platform and/or the Services due to one of the cases mentioned in the article "Availability of the Platform and the Services".

## **8 Respective obligations of the Parties**

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### **8.1 Obligations of Erable**

Erable is bound to respect the terms and conditions stipulated in these GTC. Erable makes the Services available to the User, including access to the Platform, and is subject, as such, to an obligation of means.

Erable shall endeavor to maintain accessibility to the Platform and the Services, as defined in the article "Terms of use of the Platform and the Services" herein.

### **8.2 Obligations of the User**

The User has ensured that the Platform and the Services are in line with his needs, that they correspond to his expectations and that he has the skills and knowledge, particularly technical and financial, as well as the necessary computer environment, to correctly use the Platform and the Services.

The User is bound to respect the terms and conditions of these GTC. The User is solely responsible for the use he makes of the Platform, his Dashboard and the Services, as well as for the acts and deeds of the persons he has authorized to access his Dashboard, including with respect to any subsequent performance of Transactions.

The User is obliged to use the Platform and the Services in accordance with the legal and regulatory provisions applicable within the various jurisdictions where the activities and business related to the Transactions and transactions of Crypto-assets are conducted, and shall not use the Platform and/or the Services for any illicit or illegal purposes, or for any purposes other than those for which the Platform and the Services are made available to the User.

## **9 Responsibility**

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The User shall be liable for the obligations incumbent on him/her under these GTCs in accordance with the rules of common law.

Erable's commitment is exclusively to provide the Services in accordance with the stipulations of these GTCs and subject to any reservations made, particularly in the case of a Service provided by a partner of Erable. Erable shall be liable only in this respect.

Erable draws the User's attention to the risks inherent in any economic operation, which are not its responsibility (see in particular the article "Warning - Risks inherent in the Services").

In addition to the hypotheses provided for in these GTC in which Erable's responsibility cannot be engaged, the Parties agree that:

- Erable can only be held liable for poor performance or non-performance of its obligations under these GTCs in the event of proven fault. Furthermore, Erable may only be held liable for direct damage suffered by the User as a result of Erable's failure to fulfil its obligations under these GTC. On the other hand, Erable may not under any circumstances be held liable

for indirect damage caused to the User, in particular but not exclusively for any loss or absence of profit, performance, advantage or added value, in particular financial or in terms of turnover, income, expected savings or investment: Erable may not be held liable by the User, nor may any reimbursement be requested by the latter, for the loss of any Crypto-asset by the User through the Platform and/or the Services. Furthermore, Erable can only be held liable to the User for foreseeable or foreseeable damage, except for gross negligence or fraud. In addition, it is agreed that Erable's liability towards the User is, except in the case of a User who is a consumer as defined by the French Consumer Code, limited/limited to the amount of the last Transaction carried out on the Platform, all causes combined.

- Erable shall in no case be liable for any damage suffered by the User as a result of a failure by Erable to perform its obligations due to a case of force majeure or the act of a third party (in particular another User or user);
- Erable shall not be liable in the event of abnormal use, including use that does not comply with these GTC, or fraudulent or illicit use of the Platform or Services by the User;
- Erable is not responsible for the functioning (or malfunctioning) of the User's computer equipment, nor for his/her access to the Internet or to any network (computer network, telephone network, Internet network, telecommunication or electronic communication network, etc. ) ;
- Erable shall not be liable in the event of fault on the part of the User or damage resulting from a lack of diligence or vigilance on the part of the User, nor for the consequences or damage of any kind that may result with regard to anyone, whether a third party or another user or User;
- Erable shall not be liable in the event of the User forgetting or losing his/her Identifiers, the leakage or theft of said Identifiers, the cracking of said Identifiers by a third party or any other hypothesis of hacking of the User's Dashboard or his/her means of access to his/her Dashboard;
- Erable is not responsible for any loss of data or delays in the progress or processing of a User's Transaction that may result from an interruption or suspension of the Platform or Services, regardless of its duration;
- Erable is not responsible for the User's choices and decisions concerning the use of the Services and in particular the execution of Transactions involving Crypto-assets, including but not limited to the error in making a decision, in particular relating to a Transaction, the execution by the User of incorrect or inappropriate Transactions, the error of the Receiving Portfolio Address, etc. In this respect, and taking into account the risks inherent in the use of the Services as explained in particular in the article "Warning - Risks inherent in the Services", Erable is not responsible for any financial losses suffered by the User and resulting from the use of the Services;
- Erable is not responsible for any malfunction or failure of the platform of the service provider in charge of the Preservation of Crypto-assets on behalf of the Users.
- Erable is not responsible for non-compliance with the legislation of the country in which the Services are accessible, it being specified that the Services comply with the provisions applicable in France: it is up to the User, who is solely responsible for the choice of the Services that he/she uses, to check their compliance with the legislation of the country in which the Service is accessible and, more generally, with the legislation applicable to him/her;

Erable cannot be held responsible:

- temporary or permanent unavailability of access to all or part of the Platform or the Services offered therein, difficulties related to response time, and in general, any performance defect, as well as the consequences or damage of any kind that may result;
- discontinuities or disruptions in the use of the Platform and the Services contained therein, whether voluntary or involuntary, nor the consequences or damages of any kind that may result from them or that may result from changes or technical or functional developments of the Platform or Services;

including (but not limited to):

- maintenance, updates or technical adjustments;

- breakdown of telecommunications equipment or failure of a network provider (computer network, telephone network, internet network, telecommunications or electronic communication network, etc.);
- and more generally the failures or interruptions (temporary / permanent, partial / total, ...) of the Platform and/or Services that would be related to one of the cases referred to in the article "Availability of the Platform and Services";

as well as the consequences that may result from it.

Similarly, Erable shall not be liable for the misappropriation of information circulating via the Internet or entered on the Platform, for the presence of viruses, malicious codes or any other harmful technologies or other logical infections on the Platform or for any consequences or damage resulting from this.

Erable shall not be held responsible for the consequences or damages of any kind that may result from errors or omissions in the contents published on the Platform or in the responses to contact requests, nor for any delay in responding to such requests.

In order for Erable to be held liable, if necessary, the User must notify Erable of any request or breach of its obligations under these GTC, without delay from the moment the User becomes aware of it.

The provisions of this "Liability" section shall survive the termination of these GTCs, regardless of cause, until the end of their particular purpose.

## **10 Termination**

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### **10.1 Repudiation**

The User may repudiate these GTC (i.e. end them) at any time and without notice, provided that he/she deletes his/her Dashboard in accordance with the terms and conditions set forth in the article "Closing and deleting the Dashboard".

Erable is authorized to repudiate and terminate these GTCs, without the User being able to claim any prejudice as a result, under the following conditions and procedures:

- In the event that a law, regulation, decision of a competent authority or jurisdiction makes it impossible to maintain all or part of the GTC (and therefore the Services) between the Parties, or if Erable has reason to believe that the maintenance of all or part of the GTC (and therefore the Services) is impossible as a result, Erable shall give thirty (30) days' notice, unless the law, regulation or decision referred to in the present article prohibits or does not allow Erable to respect such a notice period. In addition, Erable may, in its sole discretion, subject to the aforementioned notice period, unless conditions do not permit such notice period, terminate any or all of the GTC (and thus terminate any or all of the Services) in order to comply with all laws, regulations, rulings applicable to the trading or handling of Crypto-assets;
- In the event of a technical or security problem affecting the Platform and/or the provision of the Services, subject to thirty (30) days' notice, or, and only if conditions do not permit such notice, immediately without notice;
- For convenience, upon reasonable notice of not less than thirty (30) days and not more than sixty (60) days.

Unless otherwise stipulated in this article, and unless prohibited by a law or regulation or by a decision of a competent authority, any termination at the initiative of Erable is preceded by the sending of an e-mail to the e-mail address provided by the User in his/her Dashboard, informing the User of this termination and the date on which the termination will be effective, in compliance with the deadlines and notice periods stated herein. In the absence of any obligation on the part of Erable to respect a notice period, this e-mail is concomitant with the termination



## 10.2 Cancellation

The termination of the GTC may take place at the initiative of Erable, in addition to the cases specifically provided for in the articles of these GTC and without prejudice to any damages that may be claimed from the User, in the following cases:

- For failure of the User to comply with any of its obligations or commitments under these GTC, in particular in case of failure to comply with its obligations under the articles "Description of Services", "Terms of use of the Platform and Services", "Terms of use of the Dashboard", "Financial conditions" and "Respective obligations of the parties", seven (7) days after the User has been notified of a formal notice to comply with its obligations and / or commitments that has remained unsuccessful ;
- If the User fails to comply with Erable's requests within the time limit communicated by the latter in the cases referred to in the article "Suspension of the Dashboard", seven (7) days after the User has been notified of a formal notice to comply that has remained unfruitful;
- In the event of a serious breach on the part of the User that gives Erable the right to terminate the GTCs without notice and without prior formal notice, it being specified that in such a case Erable may terminate these GTCs by means of a simple e-mail sent to the e-mail address given by the User in his/her Dashboard. In this respect, the following in particular constitute serious breaches on the part of the User, giving Erable the right to terminate the GTC without notice:
  - o the fact that a User registers in the name of another person in order to circumvent a ban on creating a Dashboard;
  - o the fact that a User provides false, inaccurate, outdated, obsolete or incomplete information (e.g., information on his identity or contact information), or that he fails to update some of this information, or that he communicates false documents (e.g., false proof of identity);
  - o the fact that a User refuses to accept the modified GTC by requesting the deletion of his Dashboard;
  - o the use of the Platform and/or the Services, voluntarily or involuntarily, for illicit or fraudulent purposes or activities;
  - o the non-payment by the User of Fees on Transactions due to Erable (or to a partner of the latter);
  - o any other serious breach of these GTCs or of applicable laws and regulations.

The formal notices referred to in this article shall be sent by Erable by e-mail to the e-mail address given by the User in his Dashboard, and shall refer to this article. Erable will then inform the User, by the same means, of the effective termination of the GTC. In the absence of any obligation for Erable to give the User prior notice, an e-mail will nevertheless be sent to the User to inform him/her of the termination of the GTC.

## 10.3 Consequences

In the event of termination or denunciation of these GTCs under this article "Denunciation - termination", Erable will proceed to close and delete the User's Dashboard in accordance with the stipulations of the article "Closure and deletion of the Dashboard" of these GTCs.

The clauses which by their nature or purpose must survive the end of the GTC shall survive and remain applicable after the end of the GTC, until the end of their respective particular purpose, unless a specific term is provided for in the GTC.

## 11 Personal data and cookies

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Personal data may be processed through the Platform. The User is invited to click here: <https://smart-chain.fr/politique-de-confidentialite> to access Erable's "personal data protection policy".

Cookies and other tracers or similar technologies may be installed in the User's browser or terminal when visiting the Platform. For more information on cookies, the User is invited to click here: <https://smart-chain.fr/politique-de-gestion-des-cookies> to access Erable's "personal data protection policy".

## 12 Intellectual Property

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### 12.1 General

The Platform taken as a whole, as well as each of the elements that make it up independently, in particular the programs and developments, its structure, and the contents including data, texts, still or animated images, logos, sounds, graphics, photographs, files, are the exclusive property of Erable or of third parties who have assigned or granted it the right to use them.

Any representation or reproduction, in whole or in part, of the Platform or of any of its component parts without the express authorization of Erable is prohibited and shall constitute an infringement punishable under the Intellectual Property Code and/or an act of unfair competition or parasitism. In any case, any representation or reproduction authorized by Erable of all or part of the Platform or of the elements that make it up must include the words "Copyright [*Year in progress*] Erable - all rights reserved".

The databases appearing on the Platform are protected by the intellectual property code and any extraction or reuse, qualitatively or quantitatively substantial, of the content of the databases is sanctioned.

The trademarks and logos appearing on the Platform are trademarks registered by Erable or by third parties. Any reproduction, imitation or use, total or partial, of these distinctive signs without the express authorization of Erable and in violation of the prohibitions provided for in the intellectual property code shall engage the responsibility of their author.

The other distinctive signs, in particular the corporate names, commercial names, signs, domain names reproduced on the Platform are the property of Erable or third parties, and any reproduction of these without express authorization is likely to constitute a usurpation engaging the responsibility of its author.

### 12.2 User warranties

The User declares and guarantees that he/she has the necessary rights to make available, use or sell the NFTs on the Platform. In particular, the User guarantees to Erable that the NFTs, that they offer for sale do not infringe on the privacy or dignity of any person, nor on any intellectual property rights of any third party.

The User guarantees, at his/her own expense, Erable against any action or claim by third parties, in particular on the basis of infringement, unfair competition and/or parasitic acts, resulting from or linked to the use of the NFTs, as well as against any liability, losses and prejudices that may result for Erable.

By using the Platform, the User may create User Content (other than NFT) of which he/she is the author and, under certain conditions, the owner of the intellectual property rights. As soon as a User creates or shares such User Content (i.e. texts, videos, posts, with the exception of NFTs) on the



Platform, this User grants Erable and all of its Users a free, non-exclusive license for a period of 70 (seventy) years, valid for the entire world on any type of medium, allowing: (i) other Users to reproduce and share this User Content on the Platform, and (ii) Erable to host, store, reproduce, modify, adapt, display, publish, edit, distribute and sublicense all or part of this User Content for the purposes of providing the Platform Services to its Users, and to conduct Erable's activities, marketing, communication or commercial promotion.

### 12.3 User Rights

The sale of an NFT on the Platform can take place between a Seller and a Buyer. Erable has no direct control over the determination of any rights that may be conferred by the initial Seller or Seller of the NFT to the Buyer.

In other words, when an initial Seller offers an NFT for sale through the Platform, that initial Seller will determine the possible rights or license granted by the NFT to the underlying content or work.

Users of the Platform are expressly reminded that the purchase of an NFT does not necessarily imply the acquisition of the same rights regarding different projects. In other words, an NFT functions as a certificate conferring certain rights, these rights being determined by the initial Seller in the smart contract configuration.

The Platform allows the resale of NFTs as a Secondary Market. Thus, when an NFT is sold to a new Buyer via the Platform, this new Buyer declares and guarantees to respect the legal conditions attached to this NFT, notably the intellectual property rights, as initially determined when this NFT was minted.

**IT IS THE RESPONSIBILITY OF EVERY SELLER TO INFORM HIS POTENTIAL BUYERS ABOUT THE CHARACTERISTICS OF HIS NFT (ESPECIALLY THE TECHNICAL CHARACTERISTICS OF THE CONTENT, AND THE LEGAL CHARACTERISTICS OF THE RIGHTS ATTACHED TO IT).**

**IT IS THE BUYER'S RESPONSIBILITY TO READ THIS INFORMATION CAREFULLY BEFORE PURCHASING. ERABLE WILL NOT BE HELD RESPONSIBLE FOR ANY LACK OF INFORMATION BY A USER.**

## 13 Evidence agreement

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### 13.1 Computer traces

The User acknowledges that the Platform or the tools implemented on the Platform, and in particular in the context of the User's Dashboard or the Services, enable the traceability of certain actions and operations carried out (in particular the traceability of the Transactions carried out or the acceptance of the GTCs), as well as the delivery of certain notifications and certificates, in particular for reasons of security and evidence. These traceability procedures generate computer traces or event logs (hereinafter "Computer Traces").

The User acknowledges that the Computer Traces generated by the Platform, as well as their possible reproduction on a paper or electronic medium, can be used to prove the use of the Platform, the Dashboard and the Services, and in particular to prove the completion of a Transaction, the publication of content, the input of information, the delivery of information or a consent/acceptance.

### 13.2 Electronic writings

The user expressly acknowledges that exchanges with the Company may take place by any means, in particular by electronic message to the e-mail address mentioned in the Dashboard or mentioned in the User's correspondence, or by means of all documents and other electronic writings resulting from the

use of the Services, in particular Computer Traces, and more generally resulting from the execution of these GTCs, as well as those accepted or signed electronically (hereinafter the "Electronic Writings").

The User acknowledges that Electronic Writings allow for valid proof of a fact or the content of exchanges, and that in general any trace or any computer and/or electronic document emanating from Erable, the Platform, the Dashboard or the use of the Services constitutes proof between the Parties.

The User also acknowledges that the Electronic Writings:

- constitute original documents between the Parties;
- are valid proof between the Parties of the medium and the content they represent;
- justify the consequences and operations that may result from it (for example, proof that an action - including an Transaction or an acceptance for example - has been carried out via the Platform or the Dashboard by means of Computer Traces);
- are the dates and times associated with the Electronic Writing;
- are admissible as evidence in a court of competent jurisdiction.

In any case, the User expressly waives the right to invoke the nullity, non-application, lack of probative legal value or non-enforceability of the Electronic Writings on the grounds that they originate from Erable, from the use of the Platform, the Dashboard, the Services or the Computer Tracks, or that they are in electronic form.

The User's failure to manage the delegation of powers cannot be used against Erable to defeat the legal value of the Electronic Writing.

#### **14 No right of withdrawal**

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Articles L. 221-28 2° and 13° of the French Consumer Code specify that *"the right of withdrawal cannot be exercised for contracts:*

- *the supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the trader and which may occur during the withdrawal period; and*
- *the supply of digital content not provided on a tangible medium, the performance of which has begun after the consumer has given his express prior consent and expressly waived his right of withdrawal".*

Pursuant to these texts, the User expressly acknowledges and accepts that the right of withdrawal cannot be exercised for Transactions involving Crypto-assets/NFTs. The User wishes that Transactions involving Assets be carried out immediately. Therefore, the User expressly agrees in advance and expressly waives his right of withdrawal.

#### **15 Absence of legal guarantees (conformity – defects)**

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The provisions of the Consumer Code relating to the legal guarantee of conformity (cf. articles L217-1 et seq. of the said code) do not apply to the Services and to these GTC insofar as the relationship between the User and Erable cannot be qualified as a contract for the sale of tangible movable goods within the meaning of the said provisions.

The provisions of the Civil Code relating to the guarantee of defects in goods sold, also known as the legal guarantee of hidden defects (cf. articles 1641 et seq. of the said code) do not apply to the Services and to these GTC insofar as the relationship between the User and Erable cannot be qualified as a sale in the sense of the said provisions.

In this respect, it is specified for all purposes that the use of the terms Sale/sale/sell and Purchase/purchase/purchase, and certain associated terminology, within the framework of these GTC

or on the Platform, in particular to designate certain operations or actions, is purely explanatory and descriptive. The use of these terms does not prejudice the legal qualification of the operations and actions referred to by these terms within the meaning of the Civil Code and the Consumer Code. In any case, under the terms of these GTC, Erable concludes with the Users a contract for the provision of services and not a sales contract within the meaning of the aforementioned provisions.

## **16 Insurance**

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Erable certifies that it has taken out an insurance policy with a solvent insurance company established in France for the financial consequences that could result from the engagement of its professional civil liability within the framework of the execution of the GTC.

In accordance with articles L441-2 of the Commercial Code and R111-2 of the Consumer Code, Erable specifies that it has taken out its professional liability insurance policy.

Upon written request from the User, Erable undertakes to provide him/her with any proof of the insurance taken out.

## **17 Miscellaneous**

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### **17.1 Force majeure and unforeseen circumstances**

#### **17.1.1 Force majeure**

The User and Erable shall not be held liable to each other in the event of non-performance of their obligations under these GTC resulting from a case of force majeure within the meaning of Article 1218 of the Civil Code. By express agreement, all events usually recognized as such by the case law of French courts and tribunals, with priority given to the case law of the Cour de cassation, are considered to be cases of force majeure.

By express agreement between the Parties, the following constitute force majeure:

- the theft of Crypto-assets from Erable or one of its partners by any means whatsoever;
- lack of power supply, including power outages or blackouts;
- disruption of private or public communication networks, including total or partial shutdown of the Internet;
- a computer hacking resulting in particular in the impossibility for Erable and/or its partners to restore the Services concerned;
- bad weather and climatic events (storm, hail, lightning, hurricane, etc.);
- natural disasters, earthquakes, floods, water damage;
- magnetic fields;
- falling aircraft;
- acts of terrorism;
- war, riot, armed conflict, fire, explosion, internal or external strikes, lockout, occupation of Erable premises;
- legal or governmental restrictions, legal or regulatory changes in forms of marketing ;
- accidents of any kind;
- epidemics, pandemics, illnesses affecting more than 10% of Erable's staff in a period of two consecutive months;
- the blocking of roads and the impossibility of obtaining supplies preventing the normal performance by a Party of its obligations under the GTC.

#### **17.1.2 Unforeseen**

**Erable draws the User's attention to the risks inherent in any economic transaction, in particular any Transaction involving Crypto-assets. The use of the Services by the User implies acceptance of these risks. In this respect, any financial losses suffered by the User and resulting from the use of the Services shall not constitute a situation of unforeseeability** as defined in Article 1195 of the French Civil Code and shall not entitle the User to avail himself/herself of the legal regime of unforeseeability provided for in this Article, which the User expressly acknowledges and accepts. The same applies more generally in the event that the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the GTCs, even if their execution proves excessively onerous, the User agreeing to bear all the economic and financial consequences and to waive in this case the right to avail himself of the legal regime of unforeseeability provided for in the aforementioned article of the Civil Code.

### **17.2 Non-waiver**

The fact that one of the Parties tolerates a situation, for example the fact of not taking advantage of the application of certain stipulations of the GTC or of certain legal or regulatory provisions, whatever the frequency and duration, shall not be considered as a modification of the GTC or as granting acquired rights to the other Party.

Moreover, such tolerance by one of the Parties, even if repeated, shall not constitute or be construed as a waiver by it of its right to assert or exercise the rights at issue or to rely on any of the provisions of these GTC.

### **17.3 Interpretation**

In the event of any difficulty of interpretation resulting from a contradiction between any of the titles appearing at the head of the articles and any of the articles, the titles shall be declared non-existent.

### **17.4 Partial nullity**

If one or more provisions of the GTC are held to be null and void, invalid, illegal or unenforceable or declared as such, pursuant to a law, a regulation or following a final decision of a court or competent authority, the other provisions shall remain applicable and shall retain all their force and scope.

### **17.5 Independent co-contractors**

The Parties acknowledge that they are each acting on their own behalf as independent Parties and as independent co-contractors, and these GTC shall not be construed in any other manner.

### **17.6 Subcontracting**

For the purposes of the execution of the GTCs and in particular for the provision of the Services, Erable may at its convenience have recourse to subcontractors, it being specified that Erable shall remain, *vis-à-vis* the User, responsible for the execution of the GTCs in accordance with the terms and conditions of the GTCs.

### **17.7 Transfer**

The User's Dashboard may not be assigned or transferred to a third party, and the User may not assign or transfer the GTC, or any of his rights and obligations under the GTC, to a third party.

The User expressly accepts, in advance, that Erable may assign or transfer to a third party the GTC or all or part of its rights and obligations under the GTC without prior notice or information to the User.

### **17.8 Calendar days**

Unless otherwise specified, the periods and times indicated in these GTC are in calendar days.

## 18 Mediation

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In accordance with the provisions of articles L612-1 et seq. of the French Consumer Code, any User who is a consumer within the meaning of the said code may refer, free of charge, to the services of a consumer mediator with a view to the amicable resolution of a dispute between him/her and Erable.

The body designated by Erable for this purpose is the *Autorité des Marchés Financiers* (AMF).

In order to refer to this organization, the User may:

- 1) go to the AMF website: <https://www.amf-france.org/fr/le-mediateur-de-lamf/votre-dossier-de-mediation/vous-voulez-d-eposer-une-demande-de-mediation> and fill out the online form with supporting documents;
- 2) or send your complaint by mail to the address :  
Mediator of the Autorité des Marchés Financiers  
17, place de la Bourse - 75082 Paris Cedex 02  
Tel : 01 53 45 60 00

A dispute can only be examined if:

- the User justifies having tried, beforehand, to resolve his dispute directly with Erable by a written complaint expressly identified as such detailing the reasons for his complaint as well as all the information useful to Erable to understand, study and appreciate the causes, consequences and incidences of this complaint, and addressed by e-mail;
- the request is not manifestly unfounded or abusive;
- the dispute has not been previously reviewed or is not under review by another mediator or by a court;
- the User shall submit his request to the mediator within a maximum period of one year from the date of his written complaint to Erable;
- the dispute falls within the jurisdiction of the mediator.

The User will be informed by the mediator of the consequences of his request for mediation.

In addition, the User 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/>.

## 19 Language - Applicable law and jurisdiction

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The present GTC are written in English. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

THIS PLATFORM IS GOVERNED BY FRENCH LAW. THE PROPOSED CONTENTS ARE THUS IN CONFORMITY WITH THE FRENCH LEGISLATION IN FORCE. THE SITE EDITOR CANNOT BE HELD RESPONSIBLE IN THE EVENT OF NON-COMPLIANCE WITH THE LEGISLATION OF THE COUNTRY OF CONNECTION.

THESE TERMS AND CONDITIONS AND THE RELATIONSHIP BETWEEN ERABLE AND THE USER ARE ALSO GOVERNED BY FRENCH LAW. THIS IS THE CASE FOR THE SUBSTANTIVE AND FORMAL RULES, NOTWITHSTANDING THE PLACES OF PERFORMANCE OF THE SUBSTANTIAL OR ACCESSORY OBLIGATIONS.

IN THE EVENT OF A DISPUTE AS TO THE INTERPRETATION OR EXECUTION OF THE GTC, THE PARTIES SHALL MAKE THEIR BEST EFFORTS TO FIND AN AMICABLE

**RESOLUTION. IN THE ABSENCE OF AN AMICABLE RESOLUTION, THE FRENCH COURTS SHALL HAVE SOLE JURISDICTION TO HEAR ANY DISPUTE ARISING FROM THE APPLICATION OF THESE GTC OR RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THE PLATFORM. THE REFERENCE LANGUAGE FOR THE SETTLEMENT OF ANY DISPUTES IS FRENCH.**

THESE STIPULATIONS RELATING TO THE APPLICABLE LAW AND THE COMPETENT JURISDICTIONS ARE APPLICABLE SUBJECT TO THE IMPERATIVE PROVISIONS WHICH WOULD HAVE VOCATION TO APPLY TO THE USER IN HIS CAPACITY OF CONSUMER WITHIN THE MEANING OF THE CODE OF CONSUMPTION IF NECESSARY (IN PARTICULAR ARTICLE R.631-3 OF THE CODE OF CONSUMPTION).

**BY EXCEPTION, AND IN THE ABSENCE OF AMICABLE RESOLUTION OF A DISPUTE BETWEEN ERABLE AND A COMMERCIAL USER WITHIN THE MEANING OF ARTICLE L121-1 OF THE COMMERCIAL CODE, THE DISPUTE WILL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THIRD PARTY PROCEEDINGS, EVEN FOR EMERGENCY PROCEDURES OR FOR PROTECTIVE PROCEDURES, IN APPEAL OR BY PETITION.**