

GENERAL CONDITIONS OF SALE AND USE
FX HASH
EFFECTIVE AS OF 31/05/2023

TERMS OF SALES

The FXHASH FOUNDATION platform (the “**Marketplace**”) allows professional and non-professional collectors who have reached legal majority in their country of residence (the “**Collector**” or the “**Collectors**”) and creators, professional or not, who have reached legal majority in their country of residence (the “**Artist**” or the “**Artists**”) to:

- convert their original creations into Non-Fungible Tokens (“**NFT**”) and store the NFT metadata on an Interplanetary File System (IPFS) infrastructure; or store the creations on-chain
- offer their NFTs to Collectors and conclude with them contracts for the sale of these NFTs against digital assets (“**Primary Market**”)

The Marketplace also allows Collectors to resell among themselves the NFTs acquired from Artists (“**Secondary Market**”).

The Marketplace is not the provider of the NFTs offered through the website <https://www.fxhash.xyz> (the “**Website**”).

It is recalled that NFTs are FA2 standard tokens on the TEZOS blockchain and which represent a digital object with unique characteristics. NFTs are not intended to represent rights of claim or to serve as a means of payment.

The NFTs traded through the Marketplace are represented by a JSON file and are unique randomly generated iterations from a Generative Token, according to the terms indicated to Artists in the guide available at this url: <https://www.fxhash.xyz/doc/artist/guide-publish-generative-token>.

NFTs are, therefore the subject of a property right but are not their representation and in this sense are excluded from the definition of digital assets given in articles L.552-2 and L.54-10-1 2° of the Monetary and Financial Code.

NFTs are original variations of a creation that is itself original, and are therefore creations protected by copyright, within the meaning of article L.111-1 of the Intellectual Property Code.

The present General Terms and Conditions of Sale (the “**T&Cs**”) describe the methods of distance selling (“**Transaction**”) of NFT through the Marketplace and define the obligations and rights of the Parties in this respect.

In addition, the present T&Cs set out the terms and conditions of the contractual relationship between Artists and Collectors for the sale and shipment of tangible goods (the “**Products**”) that may be ordered by Collectors when purchasing NFT.

ARTICLE 1- SCOPE

The present General Conditions of Sale apply, without restriction or reservation, to all transactions concluded between the Artist and the Collector, and the Collectors between them, through the Marketplace, from its website: <https://www.fxhash.xyz>.

The present T&Cs only concern relations between Artists and Collectors, and Collectors among themselves, who acknowledge being of legal age in their country of residence and have the capacity required to contract and acquire the NFTs offered on the Website.

They therefore do not govern the relationship between Artists and the Marketplace, which are defined in the Artists' General Terms and Conditions of Use (Artists' Terms of Use), nor the relationship between Collectors and the Marketplace, which are defined in the General Terms and Conditions of Use. Collectors (GTU Collectors), and which the present T&Cs supplement.

Only the Artist, whose name is indicated on the descriptive sheet of each NFT, is the Collector's co-contractor for the Primary Market. Within the framework of the Secondary Market, the Collectors can resell the NFTs and have the quality of co-contractors. The NFTs cannot therefore be taken back or exchanged for another NFT by the Marketplace.

They are accessible at any time on the Marketplace Website and will prevail, where applicable, over any other version or any other contradictory document.

The present T&Cs may be subject to subsequent modifications, the applicable version is that in force on the Website on the date of the Transaction.

ARTICLE 2- CHARACTERISTICS OF NFTs AND PRODUCTS

2.1- Characteristics of NFTs

The NFTs offered for sale on the Marketplace Website are the subject of a description allowing the Collector to know their main characteristics, and in particular:

- the name of the Artist as well as his descriptive sheet, including his profile photograph, his social network accounts, the url of his website, the creations and collections published on the Marketplace, his activity on the Marketplace, as well as its public receiving address on the TEZOS blockchain;
- the name of the work, its description, its keywords (“**Hashtags**”) the project number as well as the token whose code represents the primary creation of the Artist (“**Generative Token**”) and which will generate randomly unique iterations of this primary creation, of which the NFTs offered for sale will be variations;
- Statistics on NFT prices on the Primary Market and the Secondary Market, with indication of the highest, lowest, and median price for the sales concluded on the Marketplace, this being exchanged for TEZ tokens (XTZ) circulating on the Shared Electronic Record Device (the “**Blockchain**”) TEZOS.

The metadata of each NFT created through the Marketplace can be consulted by accessing the URL indicated by hypertext link (“view on IPFS”) on the description sheet.

The Collector is required to read it before any acquisition of an NFT, the choice and acquisition of it being his sole responsibility.

The photographs and graphics presented on the Website are non-contractual and cannot engage the responsibility of the Marketplace.

The Collector is required to refer to the description of each NFT to know:

- description, quantity, and quality,
- the quality and performance characteristics, if these are different from those reasonably expected for a non-fungible token.

The descriptive information is presented in English, but the Collector can obtain their translation via his browser.

The NFTs available on the Marketplace site are offered for sale worldwide.

Local duties or taxes may be payable, and will be the sole responsibility of the Collector purchaser.

2.2- Characteristics of the Products

- *Products offered for sale*

The main characteristics of the Products for sale on the Website, including all the substantial information required by the applicable regulations and in particular the specifications, illustrations and indications of dimensions or capacity of the Products, are presented on the Website in the product sheets.

The Collector is obliged to read them before placing an order.

The choice and purchase of a Product are the sole responsibility of the Collector.

The photographs and graphics presented on the Website are not contractual and do not engage the responsibility of the Marketplace.

The Collector must refer to the description of each Product in order to know its properties, essential characteristics and delivery times, as well as, in the case of continuous or periodic supply of a good, the minimum duration of the proposed contract.

The contractual information is presented in French or English and is confirmed at the time of validation of the order by the Collector.

The Collector acknowledges that he/she has the capacity required to contract and acquire the Products offered on the Website.

- *Placing the order*

It is up to the Collector to select the Products he/she wishes to order on the Website.

The Collector has the possibility to check the details of his/her order, its total price and to correct any errors before confirming his/her acceptance. It is the Collector's responsibility to check the accuracy of the order and to report or rectify any error immediately.

The registration of an order on the Website is carried out when the Collector accepts the present T&Cs by confirming the transaction provided for this purpose and validates his order. This validation implies acceptance of the entirety of the present T&Cs.

The sale is final only after the Artist has sent the Collector confirmation of acceptance of the order by e-mail, which must be sent without delay, and after the Artist has collected the full price due.

Any order placed, validated by the Collector and confirmed by the Artist, under the conditions and in accordance with the procedures described above, on the Website constitutes the formation of a contract concluded at distance between the Collector and the Artist.

The Collector may follow the progress of his/her order on the Website.

Once confirmed and accepted by the Artist, under the conditions described above, the order cannot be modified.

Once confirmed and accepted by the Artist, under the conditions described above, the order cannot be canceled.

ARTICLE 3- WARNINGS ON RISKS

By accepting the present T&Cs, you acknowledge having been informed of the risks associated with the acquisition of non-fungible tokens created and exchanged through the Blockchain.

You should be aware of the specific risks associated with non-fungible tokens and associated products and services, in order to carefully assess whether the risks are acceptable given your preferences and personal financial situation.

In particular, you risk:

- **losing your invested digital assets;**
- **to see prices fall and rise rapidly over short periods of time, the price of NFTs not being regulated and freely set by the law of supply and demand;**
- **to be the victim of scams, fraud, operational errors or cyberattacks, however, the Platform has taken reasonable steps to limit such scenarios;**
- **not to be able to claim any protection or compensation in the event of a problem.**

Consequently, Collectors acknowledge being informed that Artists (in the context of the Primary Market) or Collectors (in the context of the Secondary Market) cannot guarantee the interoperability of the NFTs offered for sale, i.e. the ability for legally acquired non-fungible tokens to remain available without restriction of access or implementation, regardless of the software or hardware environment in which they are provided.

You also acknowledge being informed that neither the NFTs nor the Blockchain are affected by the obligation provided for in article L.111-6 of the Consumer Code, which only concerns internal software applications and therefore developed by the supplier, which excludes decentralized applications and technologies.

The Marketplace exercises no control over the quality or conformity, either of the creation represented by the NFT, or of the information given by the Artist (on the Primary Market) or the Collector (on the Secondary Market).

The Marketplace is not responsible for any loss of NFTs, or price fluctuations that are related to supply and demand.

The Collector expressly acknowledges that pursuant to Article L.224-25-14 III of the Consumer Code, he may not invoke any lack of conformity related to the specificities of the non-fungible token.

ARTICLE 4- DURATION OF VALIDITY OF OFFER

NFT's offers are within the limits of available stocks, as specified on the descriptive sheet supplemented by the information obtained from the Artist and/or Collector seller.

ARTICLE 5- TERMS OF TRANSACTION

The purchase of NFTs offered on the Marketplace is done exclusively in TEZ (XTZ) which is the protocol token of the Blockchain TEZOS.

The TEZOS blockchain is used for the deployment of smart contracts ("**Smart contract(s)**") allowing you to create ("**Mint**") as well as circulate ("**Transfer**") NFTs.

To use our services, you must therefore have a wallet ("**Wallet**") composed of a private key and a public key on the TEZOS Blockchain.

To use our services, this Wallet must be connected to the Marketplace by clicking on the "SYNC" button at the top right of the site and following the steps indicated.

The process of creating and integrating the TEZOS Wallet is explained in detail in our documentation: [https:// www.fxhash.xyz/doc/collect/guide](https://www.fxhash.xyz/doc/collect/guide)

As part of the Primary Market, the Collector has the option of going to the page of the selected Generative Token and "minting" an NFT which represents a unique iteration of the Generative Token, and validating the Transaction by clicking on the "mint iteration" button " with the indication of the counterpart in TEZ (represented by the symbol ȳ).

This validation entails the acceptance of all of the present General Conditions which are encoded in the metadata of the NFT on IPFS, which can be consulted on the Website. A confirmation of the Transaction is sent to the Collector's Wallet, which must validate it.

The Transaction is sent on the TEZOS Blockchain and materializes by the Transfer of the NFT in the Wallet of the acquiring Collector and the payment of the sale price to the public address communicated by the

Artist (Primary Market) or the Collector seller (Secondary Market) minus the costs specified in Article 7 hereof.

The Transaction materializes both the sale and the Transfer of the NFT.

During the time required to generate the metadata of the NFT, it will appear in white with the mention "waiting to be signed".

Once the Transaction has been validated by the Collector-purchaser on his Wallet, it becomes final and the NFT purchase process is irrevocable. It cannot be cancelled or modified. The Collector must therefore check his purchase before validation.

ARTICLE 6- EXCLUSION OF THE RIGHT OF WITHDRAWAL

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 NFTs be carried out immediately. Therefore, the user expressly agrees in advance and expressly waives his right of withdrawal.

ARTICLE 7- PRICES CONDITIONS

The prices are indicated excluding taxes in TEZ (€) and are payable in cash.

7.1- Fixing the price of the NFT

7.1.1- Primary market

The NFTs are sold at the price freely set by the Artist, appearing on the NFT's description sheet, in compliance with the laws and regulations in force. This price must be mentioned on the description, all taxes and costs included, but excluding transaction costs linked to the use of the Blockchain network.

It is reminded in this respect that the Marketplace is not subject to the "VAT Package" since Blockchain technology does not allow the public address for receiving the NFT after Transfer to be located in a given territory.

7-1-2 Secondary Market

fxhash does not intervene, arrange or more generally participate in the conclusion of the sale between Buyers and Sellers on the Marketplace in any way, nor does it intervene in any way in the

choice and/or price of the Collectibles subject to the Offers on the Marketplace. fxhash is not a party nor an agent to the sale or purchase of a Collectible on the Marketplace, and fxhash does not act as an execution intermediary for the bilateral or multilateral matching of the interests of Buyers and Sellers. This means that fxhash will not arrange and/or match potential buying interests of the potential Buyers to Collectibles posted for sale by the Buyers, or otherwise direct Offers to potential Buyers.

You are solely responsible for your offers to sell or buy Collectibles; we make no claims regarding any Offer, Seller, price, Buyer, and/or Collectible value.

Taxes. As a matter of principle, the Seller is responsible for all taxes, duties, and levies due in respect of the transaction it enters into with a Buyer.

It is reminded in this respect that the Marketplace is not subject to the "VAT Package" since Blockchain technology does not allow the public address for receiving the NFT after Transfer to be located in a given territory.

7.2- Fixing of the fee due to the Artist

In order to allow the Artist to benefit from the valuation of his works offered through the Marketplace, each NFT is accompanied by a fee separate from the acquisition price and the amount of which is freely set by the Artist.

Its amount is indicated on the NFT description sheet.

7.3- Amount actually paid by the acquiring Collector

The price actually paid by the Collector ("**Total of the Transaction**") includes the price of the NFT the royalty due to the Artist, the mining costs associated with the recording of the Transaction on the Blockchain, and the Marketplace commission.

The Marketplace commission is set at:

- 5% of the amount excluding tax of the sale expressed in TEZ for the Primary Market;
- 2.5% of the amount excluding tax of the sale expressed in TEZ for the Secondary Market.

The Total Transaction does not include telecommunication costs which are the sole responsibility of each party.

ARTICLE 8- TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

The transfer of ownership of the NFT from the Artist to the Collector (Primary Market) or from the Collector-seller to the Collector-buyer (Secondary Market) will be carried out as soon as the Transaction is completed, materializing the agreement of the parties on the thing and on the price.

ARTICLE 9- DELIVERY OF ORDERED PRODUCTS AND RESPONSIBILITY OF THE ARTIST/SELLER/PLATFORM

Delivery of the Products means the transfer to the Collector of physical possession or control of the Products ordered.

The Products ordered by the Collector will be delivered within the timing indicated on the Product sheet, plus the processing and delivery time, to the address indicated by the Collector when ordering on the Website.

The Artist/Seller/Platform (depending on the selling entity) undertakes to do his or her best to deliver the products ordered by the Client within the time limits specified above.

However, these deadlines are given as an indication.

Deliveries are made by an independent carrier, to the address mentioned by the Collector at the time of the order and to which the carrier will have easy access.

The Collector therefore acknowledges that it is the carrier's responsibility to make the delivery and has no recourse in warranty against the Artist or the Marketplace in the event of failure to deliver the goods transported.

The Collector is required to check the condition of the products delivered. He/she has a period of seven (7) days from delivery to formulate by e-mail any reservations or claims for non-conformity, defect or apparent vice of the delivered Products (e.g. damaged package already opened, etc.).

After this period and if these formalities are not respected, the Products shall be deemed to be in conformity and free of any apparent defect.

WITH REGARD TO THE SALE AND DELIVERY OF THE PRODUCTS, THE RESPONSIBILITY FOR THEIR QUALITY, THEIR CONFORMITY AND THEIR DELIVERY LIES SOLELY WITH THE ARTIST AND POSSIBLY THE CARRIER, BUT IN NO CASE WITH THE PLATFORM/MARKETPLACE.

ARTICLE 10- SELLER'S LIABILITY AND WARRANTY

The NFTs sold through the Marketplace comply with the regulations in force in France and have performances compatible with the expected uses of non-fungible tokens.

The Collector acknowledges and accepts that the guarantee provided for in articles L. 224-25-16 and following of the Consumer Code is not applicable, neither the Artist nor the Marketplace can be considered as the "Producer" within the meaning of the definition given by Article 1 of Ordinance No. 2021-1247 relating to the legal guarantee of conformity for goods, digital content and digital services (*"the manufacturer of a good, the importer of property in the European Union or any other person who presents himself as a producer by affixing his name, trademark or other distinctive sign to the property"*)

of "digital content" (" data produced and supplied in digital form ") since the digital content and associated services offered on the Website are carried out by an automated computer program ("Smart Contract") deployed on the Blockchain in a totally decentralized manner and without the intervention of a centralizing third party.

The Collector acknowledges taking the NFT as is and the warranty for hidden defects is excluded.

In any case, the responsibility of the Artist (Primary Market) or the Collector (Secondary Market) cannot be engaged for the following cases:

- Non-compliance related to blockchain technology;
- Non-compliance related to NFT price volatility;
- Non-compliance related to the incompatibility between the NFT and the computer hardware of the Collector;
- Non-compliance related to the non-compliance by the Collector with the legislation of his country;
- Non-compliance related to the Collector's negligence or misuse of the NFT, in particular in the event of use not conforming to the expected use.

ARTICLE 11- PROTECTION OF PERSONAL DATA

Pursuant to Law 78-17 of January 6, 1978, amended by Law No. 2018-493 of June 20, 2018, it is recalled that the personal data requested by the Marketplace are for identification purposes for the protection of the parties and limiting fraud.

This data may under no circumstances be used for other purposes.

Each selling Artist or Collector only has access to the public address of the acquiring Collector's Wallet during the Transaction.

The Collector has the option of publishing a profile with a nickname that is authenticated on the Blockchain, but this data is not collected by the Marketplace.

The processing of data collected by the Marketplace meets the legal requirements for the protection of personal data, the information system used to ensure optimal protection of this data.

The holder of personal data that has been processed by the Marketplace has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification, opposition of portability and limitation processing with regard to information concerning him.

These rights can be exercised by writing to the address indicated in article 13-2 hereof.

ARTICLE 12- APPLICABLE LAW - LANGUAGE

The present T&Cs and the resulting operations are governed by and subject to French law. They are written in French.

In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

ARTICLE 13- PARTIAL NULLITY

If one or more stipulations hereof are held to be invalid or declared as such pursuant to a law, regulation or final decision of a competent jurisdiction, the other stipulations will retain their full force and scope.

ARTICLE 14- PRE- CONTRACTUAL INFORMATION

14.1- Acceptance

The fact that a natural or legal person acquires an NFT on the Marketplace website implies full and complete acceptance of the present General Conditions, which are encoded in the metadata of the NFT that can be consulted on IPFS.

14.2- Contact

Our contact information is as follows:

SASU FXHASH FOUNDATION

Address : 13 Place du Couvant 43150 LE MONASTIER-SUR-GAZEILLE

RCS number (Le Puy) : 908 947 617

Intra-community VAT number: FR09908947617

Mail : contact@fxhash.xyz

Phone number : (+33)642253709

ARTICLE 15- DISPUTES

Any dispute relating to the interpretation and/or execution of the present T&Cs is subject to French jurisdiction.

All disputes are settled directly between the Collector and the Artist, or between the Collectors.

The Artist can be contacted:

- through its social network account(s) accessible via the link(s) hypertext(s) present on his profile page.
- Through the social network Discord, where the Collector has the possibility of contact by tagging his nickname.

The Collector-seller can be contacted through the social network Discord, where the Collector-purchaser has the possibility of contacting him by tagging the nickname of his profile authenticated on the Blockchain.

The Collector and the Artist, or the Collectors between them, will make their best efforts to reach an amicable resolution of the dispute.

Depending on the case, the declared dispute may give rise to reimbursement of the NFT, under the conditions specified herein.

The Collector-purchaser is informed that he can in any case resort to conventional mediation, in particular with the Consumer Mediation Commission (C. consom. art. L 612-1) or with the FEVAD Mediator (<https://www.mediateurfevad.fr/>) or any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

ARTICLE 16- THIRD PARTY SITES AND APPLICATION

The present T&Cs or the Marketplace site may include hyperlinks to other websites or resources ("**Third-Party Sites and Applications**").

The Marketplace has no control over the content or security of such Third-Party Sites and applications and may not be liable for any transactions carried out outside of our Marketplace.

By clicking on a hypertext link, you acknowledge and agree to leave the scope of the Marketplace.

The Marketplace cannot be held responsible for the unavailability of third-party Sites and applications or their content, or for any damage that may be incurred while browsing them.

GENERAL CONDITIONS OF USE - ARTISTS

ARTICLE 1- OBJECT

The FXHASH FOUNDATION platform (the "**Marketplace**") aims to connect professional or non-professional collectors who have reached legal majority in their country of residence (the "**Collectors**") and artists, professional or not, who have reached legal majority, legal in their country of residence (the "**Artists**"), in order to allow Collectors to purchase from Artists, or other Collectors, through the Marketplace, non-fungible tokens (the "**NFTs**").

The present General Terms and Conditions of Use (the "**T&Cs**") define the conditions under which the Marketplace provides Artists with the technological tools allowing them to edit NFTs from their Generative Token and sell them to Collectors, such as presented on the website "<https://www.fxhash.xyz>" (hereinafter "**the Website**") through the Marketplace.

They supplement the General Conditions of Sale which govern sales made between Collectors and Artists, or Collectors among themselves, through the Marketplace.

The present T&Cs are accessible at any time on the Website. The present T&Cs may be subject to subsequent modifications, the applicable version is that in force on the Website on the date of Transfer of the NFT.

The fact for an Artist to use the services offered by the Marketplace entails full and complete acceptance and acceptance of the present T&Cs, which is expressly recognized by the Artist, who waives, in particular, to avail himself of any contradictory document, which would be unenforceable against the Marketplace.

ARTICLE 2- SCOPE

The present T&Cs apply, without restriction or reservation, to the use of the services and technological tools made available to Artists by the Marketplace.

The Marketplace allows Artists to verify the execution and visualization of their Generative Token(s) in a secure environment via the "SANDBOX" tool, then to generate NFTs representing iterations of their Generative Token, to be linked with Collectors, to reference and describe the NFTs they offer for sale on the website, to collect the price, to transfer the NFTs.

Sales made via the Marketplace within the framework of the Primary Market are concluded directly between the Collector and the Artist.

ARTICLE 3- SERVICES OFFERED BY THE MARKETPLACE

No registration is required to use the services, which are however prohibited to minor users in their country of residence.

To protect Collectors, the Marketplace offers an identity verification device. Verified Artists have advantages over unverified Artists:

- A certification badge next to their nickname
- Exemption from locking their token for a period of 3 hours from their creation (“Mint”).

Any information collected relating to the identity (and not the simple pseudonym) of the Artists can only be communicated to the judicial authorities, upon requisition.

The verification process is explained in detail in our documentation: <https://www.fxhash.xyz/doc/fxhash/verification>

In the event of non-compliance with the present T&Cs by the Artist, the Marketplace reserves the right to temporarily or permanently interrupt its access, by suspending or terminating the present Terms without notice or compensation.

The Artist acknowledges and accepts that the guarantee provided for in articles L. 224-25-16 and following of the Consumer Code is not applicable, the Marketplace cannot be considered as the "Producer" within the meaning of the definition given by Article 1 of Ordinance No. 2021-1247 relating to the legal guarantee of conformity for goods, digital content and digital services (*"the manufacturer of goods, the importer of goods into the European Union European Union or any other person who presents himself as a producer by affixing his name, trademark or other distinctive sign to the good"*) of "digital services" ("allowing the consumer to create, process or store data in digital form or to access it, or a service allowing the sharing or any other interaction with data in digital form that is uploaded or created by the consumer or other users of this service") since the digital content and associated services offered on the Websites are made by a Smart Contract deployed on the Blockchain in a totally decentralized way and without the intervention of a centralizing third party.

Only the services offered within the framework of article 8 fall within the scope of this guarantee but are excluded from it since they are offered without financial or other compensation.

ARTICLE 4- OBLIGATIONS OF ARTISTS

The contracts for the sale of NFTs offered by the Artist on the Website within the framework of the Primary Market are concluded between the Artist and the Collector.

The Artist expressly acknowledges having been informed that the service is exclusively reserved for adults and declares to be of legal age according to the laws of his country of residence.

The Artist undertakes to make all declarations to the administrative and tax authorities related to his activity on the Marketplace, in his country of tax residence, in particular any declaration of VAT and/or exchange of goods and guarantees the Marketplace to this effect.

The Artist is invited to consult the legal professional of his choice in order to determine whether the transactions concluded on the Marketplace are subject to VAT but cannot in any case engage the responsibility of the Marketplace in this regard.

Indeed, it is specified that the Marketplace is not exposed to the "VAT Package" which entered into force on July 1, 2021, Blockchain technology not making it possible to locate the public transaction addresses which materialize the dispatch and delivery of NFT.

As soon as the turnover achieved by the Artist on the Marketplace reaches the threshold of €5,000 excluding taxes, he must justify the discharge of his social and tax obligations by producing a vigilance certificate, if based in France.
(to know more: <https://www.urssaf.fr/portail/home/employeur/declarer-et-payer/obtenir-une-attestation/attestation-de-vigilance.html>).

The Artists undertake to implement, in good faith, all necessary means to fulfill their obligations by delivering NFTs that comply with the description communicated for publication on the Marketplace.

Professional Artists, who are required to identify themselves as such to Collectors on the Website and undertake to comply with the applicable legislation in the exercise of a commercial activity (in particular registration, accounting, social and fiscal obligations) as well as the laws and regulations applicable to NFTs sold through the Website.

The Artists declare that they own the NFTs offered for sale on the Website or that they are duly authorized to sell them.

In particular, Artists are prohibited from offering for sale infringing NFTs within the meaning of the Intellectual Property Code or whose marketing is regulated under legislative, regulatory or contractual provisions prohibiting or restricting the sale of NFTs through the Marketplace.

The Artists are solely responsible for the sale of the NFTs that they offer on the Website as well as the description that they communicate to the Marketplace. Thus, they undertake to establish, in good faith, precise, exact descriptions that do not risk misleading Collectors on the NFTs offered for sale through the Marketplace, both in terms of their characteristics, price and value added tax.

The visuals, in particular, must comply with the Generative Token and respect the rights of third parties, the Artists guaranteeing to the Marketplace that they have all the rights necessary to use these descriptive elements.

The Artists are prohibited, in particular, from using visuals or other descriptive elements or making comments or other messages that would be offensive, contrary to public order or morality, which would infringe the rights of persons or the rights third-party intellectual property rights, laws and regulations, which could then temporarily or permanently interrupt access to its services, by suspending or terminating them under the conditions provided in clause 7.

ARTICLE 5- REMUNERATION FOR MARKETPLACE SERVICES

The Marketplace will receive, from the Artist, for each purchase of NFT made by a Collector on the Website, a commission equal to 2.5% of the amount of the NFT expressed in TEZ for secondary, with 5% for primary.

ARTICLE 6- DISPUTES AND PROCESSING OF COMPLAINTS

Collectors may, at any time, contact the Artists and send them any complaints concerning the NFTs ordered using the social network accounts whose URL is published on the Artist's description sheet, or via the Discord social network, by tagging the Artist's nickname.

As sales are concluded directly between the Collector and the Artist, the latter is personally responsible for complaints.

Artists must favor the amicable resolution of disputes.

ARTICLE 7- SUSPENSION OF ACCESS TO MARKETPLACE SERVICES

Artists may stop accessing the services of the Marketplace, without having to justify a particular reason, subject to requesting the withdrawal of the Generative Tokens published and honoring the sales in progress.

In the event of a breach of any of its obligations by the Artist under the present T&Cs, the Marketplace may, after notification sent to the social network account(s) communicated by the Artist, or on the Discord social network by a notification tagged with the Artist's username, permanently cut off access to its services immediately, in particular by blocking access to the member profile(s), without that the Artist can claim any compensation.

ARTICLE 8- SPECIFIC PROVISIONS FOR THE USE OF THE SANDBOX AND THE FORM OF CREATION OF THE GENERATIVE TOKEN

The Generative Token creation form is a feature that allows Artists to publish and store their Generative Tokens via the IPFS protocol in order to allow the generation of unique iterations that will be represented by the NFTs offered for sale.

Artists can only publish new Generative Tokens during the times indicated on the site at the url: [https:// www.fxhash.xyz/community/opening-schedule](https://www.fxhash.xyz/community/opening-schedule)

Thanks to the "SANDBOX" tool, Artists can check the execution and visualization of their Generative Token(s) in a controlled environment.

The use of these services is free.

The works uploaded to the Marketplace and encoded in the metadata of the Generative Token as well as randomly generated NFTs are the exclusive property of the Artists and are protected by French and international laws relating to intellectual property.

On the other hand, the source code and the object code created specifically by the Marketplace, within the framework of the aforementioned services, are the exclusive property of the Marketplace and are protected by French and international laws relating to intellectual property.

ARTICLE 9- PERSONAL DATA

Pursuant to Law 78-17 of January 6, 1978 amended by Law No. 2018-493 of June 20, 2018, it is recalled that the personal data that may be requested from the Artist by the Marketplace are necessary, both for him guarantee access to Marketplace services only for the processing of NFT purchases.

The Marketplace undertakes to ensure the security of the personal data it retains for the purposes of carrying out and tracking transactions.

The processing of information communicated via the Website meets the legal requirements for the protection of personal data, the information system used to ensure optimal protection of this data.

The Artist has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification, opposition to portability and limitation of processing with regard to information concerning him.

This right can be exercised by writing to the address indicated in article 14-2 hereof.

ARTICLE 10- INTELLECTUAL PROPERTY

The content of the Website that does not come directly from Artists or Collectors is the property of the Marketplace and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and is likely to constitute an offense of counterfeiting.

ARTICLE 11- RESPONSIBILITIES

It is recalled that the Marketplace is not the Seller of the NFTs. It can therefore in no way be held responsible for sales made between Collectors and Artists, to which it remains unrelated.

NFTs cannot be taken back or exchanged by the Marketplace and any dispute relating to a sale transaction carried out via the Marketplace must be settled directly between the Collector and the Artist.

The responsibility of the Marketplace with regard to the Artist can only be engaged for facts which would be directly attributable to it and which would cause the Artist direct damage, to the exclusion of any indirect damage.

The liability of the Marketplace is excluded in the event of improper use of the services of the Marketplace by the Artist or fault on his part. Nor can it be held liable for facts attributable to a third party or to a foreign cause.

The Artist guarantees and indemnifies the Marketplace at first request for any prejudice and against any action for liability that may be brought against the Marketplace as a result of the violation by the Artist of any right of a third party, including a Collector, whether this prejudice results from the sale of NFT, from the use made by the Artist of the services of the Marketplace or from any other fact attributable to him.

ARTICLE 12- PARTIAL NULLITY

If one or more stipulations hereof are held to be invalid or declared as such pursuant to a law, regulation or final decision of a competent jurisdiction, the other stipulations will retain their full force and scope.

ARTICLE 13- APPLICABLE LAW

The present T&Cs and the resulting operations are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

ARTICLE 14- PRE-CONTRACTUAL INFORMATION

14.1 Acceptance

By accepting the present General Terms and Conditions, the Artist acknowledges having been informed of all the essential characteristics of the service offered by the Marketplace, taking into account the communication medium used and the service concerned, pursuant to Article L.111 -1 1° of the Consumer Code.

The Artist is also informed that the Marketplace provides an informative insert, accessible on the Site, concerning the classification, referencing, and de-referencing of the NFTs offered by the Artists.

14.2- Contact

Our contact information is as follows:

SASU FXHASH FOUNDATION

Address : 13 Place du Couvant 43150 LE MONASTIER-SUR-GAZEILLE

RCS number (Le Puy) : 908 947 617

Intra-community VAT number : FR09908947617

Mail : contact@fxhash.xyz

Phone number : (+33)642253709

ARTICLE 15- DISPUTES

Any dispute relating to the interpretation and/or execution of the present T&Cs is subject to French jurisdiction. Complaints must be sent to the address indicated in article 14-2 hereof. It is recalled that any dispute or claim concerning the execution of the sale of the NFTs and/or the Products must be settled directly between the Collector and the Artist.

ARTICLE 1- OBJECT

The FXHASH FOUNDATION platform (the "**Marketplace**") aims to connect professional and non-professional collectors who have reached legal majority in their country of residence (the "**Collectors**") and artists, professional or otherwise, who have reached legal majority, legal in their country of residence (the "**Artists**"), in order to allow Collectors to purchase from Artists, through the Marketplace, NFTs offered for sale on the website "<https://www.fxhash.xyz>" (the "**Website**").

The Marketplace also allows Collectors to get in touch with each other with a view to reselling NFTs.

The present General Terms and Conditions of Use (the "**T&Cs**") define the conditions under which the Marketplace makes available to Collectors the technological tools enabling them to acquire and resell, on the Marketplace, which is not the seller of the NFTs, the latter on the Website.

They supplement the General Conditions of Sale which govern sales made between Collectors and Artists, or Collectors between them, through the Marketplace and are accepted by the Collector by means of validation in the computer program to be executed automated allowing the transfer of the NFT and tracing the transaction ("**Smart Contract**") on the occasion of each purchase made through the Marketplace.

ARTICLE 2- SCOPE

The present T&Cs apply, without restriction or reservation, to the use of the services and technological tools made available to Collectors by the Marketplace.

These tools allow Collectors to be put in contact with Artists, to order NFTs, to pay the price, to confirm receipt and to communicate with Artists if necessary.

They also allow Collectors to resell the NFTs acquired on the Marketplace as part of the Primary Market, at a price freely set by them.

Sales made through the Marketplace are concluded directly between the Collector and the Artist, or the Collectors between them.

The present T&Cs are accessible at any time on the Website and will prevail, where applicable, over any other version or any other contradictory document. The present T&Cs may be subject to subsequent modifications, the version applicable to the Collector's purchase is that in force on the website on the date of purchase of an NFT.

The fact for a Collector to use the services offered by the Marketplace entails full and complete acceptance of the present T&Cs, which is expressly recognized by the Collector who waives, in particular, to avail himself of any contradictory document, which would be unenforceable against the Marketplace.

ARTICLE 3- SERVICES OFFERED BY THE MARKETPLACE

Access to the Marketplace is strictly reserved for professional or non-professional Collectors of legal age in their country of residence, which the Collector declares and acknowledges when he uses the services of the Marketplace, further agreeing to carry out good faith, all purchase and/or sale transactions concluded through the Marketplace.

The use of the Marketplace is free for Collectors (excluding any connection costs billed by the operator) and with no obligation to purchase.

Only the purchase or sale of NFT is chargeable, according to the conditions provided for in the Marketplace T&Cs, which the Collector also accepts when he buys or sells an NFT through the Marketplace.

In compensation for its connection services and the provision of the technological tools necessary for this purpose, the Marketplace will receive, for each sale of NFT made between Collectors on the website, a commission equal to 2.5% of the amount of the NFT expressed in TEZ.

In the event of non-compliance with the present T&Cs by the Collector, the Marketplace reserves the right to temporarily or permanently interrupt its access, by suspending or terminating the present T&Cs with 7 days' notice, without compensation for the Collector.

Collectors may stop accessing the services of the Marketplace, without having to justify a particular reason, subject to honoring the sales in progress on the Secondary Market.

The Collector acknowledges and accepts that the guarantee provided for in articles L. 224-25-16 and following of the Consumer Code is not applicable, the Marketplace cannot be considered as the "Producer" within the meaning of the definition given by the Article 1 of Ordinance No. 2021-1247 relating to the legal guarantee of conformity for goods, digital content and digital services ("the manufacturer of goods, the importer of goods into the European Union or any other person who presents himself as a producer by affixing his name, trademark or other distinctive sign to the goods") of "digital services" ("allowing the consumer to create, process or store data in digital form or to access it, or a service allowing sharing or any other interaction with data in digital form that is uploaded or created by the consumer or other users of this service") since the digital content and associated services offered on the Website are carried out by a Smart Contract deployed on the Blockchain in a totally decentralized way and without the intervention of a centralizing third party.

ARTICLE 4- PROTECTION OF PERSONAL DATA

Pursuant to Law 78-17 of January 6, 1978, amended by Law No. 2018-493 of June 20, 2018, it is recalled that any personal data requested from the Collector by the Marketplace are necessary, both to guarantee him access to Marketplace services and for the purchase of NFTs.

This data is not communicated to Artists or other Collectors.

The collector can create and authenticate a profile including his nickname and linked to his TEZOS public address, but this functionality is carried out on Blockchain and does not give rise to any data collection from the Marketplace.

The Marketplace undertakes to ensure the security of the personal data stored.

The processing of information communicated through the Marketplace meets the legal requirements for the protection of personal data, the information system used to ensure optimal protection of this data.

The Collector has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification, opposition to portability and limitation of processing with regard to information concerning him.

This right can be exercised by writing to the address indicated in article 9-2 hereof.

ARTICLE 5- INTELLECTUAL PROPERTY

The content of the Website that does not come directly from Artists or Collectors is the property of the Marketplace, and/or its partners, and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and is likely to constitute an offense of counterfeiting.

ARTICLE 6- LIABILITY

6.1- Limits of liability

It is recalled that the Marketplace is not the seller of the NFTs. It can therefore in no way be held responsible for sales made between Collectors and Artists, or between Collectors among themselves, to which it remains unrelated.

NFTs cannot be taken back or exchanged by the Marketplace and any dispute relating to a sale transaction carried out via the Marketplace must be settled directly between the Collector and the Artist.

The Collector undertakes to make all declarations to the administrative and tax authorities related to his activity on the Marketplace, in his country of tax residence, and guarantees the Marketplace for this purpose.

It is in particular the Collector's responsibility to find out from a legal professional of his choice about tax obligations and if he considers that the transactions concluded through the Marketplace may be subject to VAT, notify the Artist. by any means.

The responsibility of the Marketplace with regard to the Collector can only be engaged for facts which would be directly attributable to it and which would cause the Collector direct damage, to the exclusion of any indirect damage.

The liability of the Marketplace is excluded in the event of misuse of the services of the Marketplace by the Collector or of fault on his part. Nor can it be held liable for facts

attributable to a third party or to a foreign cause.

In accordance with the regulations in force, the Marketplace cannot be held liable for the content made available on the Website, in particular with regard to the description of the NFTs, unless it did not make them promptly inaccessible after having been informed of their unlawfulness under the conditions laid down.

6.2- Obligations of the Collector

The Collector is solely responsible for the use of the services of the Marketplace, in particular for the assessments he makes of its content, and undertakes to guarantee on first request, to indemnify and compensate the Marketplace for any damage, loss, failure to win, which it could incur if it were held liable by a third party, as a result of an action related to this use by the Collector.

In application of 1° of article 242 bis of the CGI, platform operators are required to communicate during each transaction, to the buyer, to the service provider or to the parties to the exchange or the sharing of a good or a service, when they have received receipts or income in France through the platform, fair, clear and transparent information on the tax and social obligations incumbent on persons who carry out transactions through them.

Pursuant to this article, the Marketplace therefore informs the Collector that receipts and income from sales made through the Marketplace may be subject to the tax regimes and social regulations applicable in France. In the event of a breach of his obligations, the Collector may therefore be liable to penalties from the tax authorities and organizations for the collection of social security contributions.

Regarding tax obligations in France, the necessary information is available by consulting the following link: <https://www.impots.gouv.fr/portail/node/10841>

Regarding social obligations in France, the necessary information is available by consulting the following link: <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>.

The Collector undertakes to make all declarations to the administrative and tax authorities related to his activity on the Marketplace, in his country of tax residence, in particular any declaration of VAT and/or exchange of goods, and guarantees the Marketplace in this regard effect.

He is invited to consult the legal professional of his choice in order to determine whether the transactions concluded on the Marketplace are subject to VAT but cannot in any case engage the responsibility of the Marketplace in this regard.

Indeed, it is specified that the Marketplace is not exposed to the "VAT Package" which entered into force on July 1, 2021, as Blockchain technology does not make it possible to locate the public transaction addresses which materialize the dispatch and delivery of NFTs.

As soon as the turnover achieved by the Collector on the Marketplace reaches the threshold of €5,000 excluding tax, the Collector-seller must prove that he has fulfilled his social and tax obligations by producing a certificate of vigilance (for find out more: <https://www.urssaf.fr/portail/home/employer/declarer-et-payer/obtention-une-attestation/attestation-de-vigilance.html>).

The Collectors undertake to implement, in good faith, all necessary means to fulfill their obligations by delivering NFTs that comply with the description communicated for publication on the Marketplace.

Professional Collectors, who are required to identify themselves as such to Collectors on the Website and undertake to comply with the applicable legislation in the exercise of a commercial activity (in particular registration, accounting, social and fiscal obligations) as well as the laws and regulations applicable to NFTs sold through the Website.

The Collectors declare that they own the NFTs offered on the Secondary Market on the Website or that they are duly authorized to sell them.

ARTICLE 7- PARTIAL NULLITY

If one or more stipulations hereof are held to be invalid or declared as such pursuant to a law, regulation or final decision of a competent jurisdiction, the other stipulations will retain their full force and scope.

ARTICLE 8- APPLICABLE LAW

The present General Conditions of Use and the resulting operations are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

ARTICLE 9- PRE-CONTRACTUAL INFORMATION

9.1- Acceptance

By accepting the present General Terms and Conditions, the Collector acknowledges having been informed of all the essential characteristics of the service offered by the Marketplace, taking into account the communication medium used and the service concerned, pursuant to Article L.111- 1 1° of the Consumer Code.

The Collector is also informed that the Marketplace provides an informative insert, accessible on the Site, concerning the classification, referencing, and dereferencing of NFTs offered on the Marketplace.

9.2-Contact

Our contact information is as follows:

SASU FXHASH FOUNDATION

Address ; 13 Place du Couvant 43150 LE MONASTIER-SUR-GAZEILLE
RCS number (Le Puy) : 908 947 617
Numéro de TVA intracommunautaire : FR09908947617
Mail : contact@fxhash.xyz
Phone number: (+33)642253709

ARTICLE 10- DISPUTES

Any dispute relating to the interpretation and/or execution of the present T&Cs is subject to French jurisdiction.

Complaints must be addressed directly to the Artist or Collector seller according to the methods indicated in the General Terms and Conditions of Sale of NFTs (article 9).

It is recalled that any dispute or claim concerning the performance of the NFT sales contract must be settled directly between the Collector and the Artist, or between the Collectors among themselves.

The Collector-purchaser is informed that he can in any case resort to conventional mediation, in particular with the Consumer Mediation Commission (C. consom. art. L 612-1) or with the FEVAD Mediator (<https://www.mediateurfevad.fr/>) or any alternative dispute resolution method (conciliation, for example) in the event of a dispute.