



**MYTVCHAIN**  
Live sports, powered by blockchain

**MYTVCHAIN platform**

GENERAL CONDITIONS

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## GENERAL CONDITIONS

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The present General Conditions (hereinafter referred to as "**GC**") are concluded between, on the one hand, the company MYTVCHAIN, a simplified joint stock company with a capital of 10.000 €, whose registered office is located at 1501 Route des Dolaines, OX53, Sophia Antipolis, 06560 Valbonne, registered with the Registre du Commerce et des Sociétés de Grasse under the number 842 064 222 (whose intra-community VAT number is: FR47842064222 and whose SIRET number is: 84206422200016), contact email address: [contact@mytvchain.io](mailto:contact@mytvchain.io) (hereinafter referred to as "**MYTVCHAIN**" or the "**Company**") duly represented for the purposes hereof by its legal representative, and, on the other hand, a natural or legal person (hereinafter referred to as the "**User**"), acting in the capacity of a professional or consumer, who (i) visits or uses the MYTVCHAIN platform (hereinafter referred to as the "**Platform**") and (ii) uses the Services that are offered there.

MYTVCHAIN and the User are hereafter 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 out below, whether in the singular or plural.

- **Buyer:** means the User who purchases an NFT or a *pack* of several NFTs on the Platform.
- **Digital assets:** in accordance with Article L. 54-10-1 of the Monetary and Financial Code, means :
  - any digital representation of value which is not issued or guaranteed by a central bank or public authority, which is not necessarily attached to legal tender and which does not have the legal status of money, but which is accepted by natural or legal persons as a medium of exchange and which can be transferred, stored or exchanged electronically;
  - the tokens mentioned in Article L. 552-2 of the same code (excluding those that fulfil the characteristics of the financial instruments mentioned in Article L. 211-1 and the savings bonds mentioned in Article L. 223-1). For the purposes of this definition, a "utility token" within the meaning of Article L. 552-2 of the Monetary and Financial Code is "*any intangible asset representing, in digital form, one or more rights that can be issued, recorded, stored or transferred by means of a shared electronic recording device enabling the owner of the asset to be identified, directly or indirectly*".

It should therefore be noted that Digital Assets may refer to the notion of digital tokens or *utility tokens* linked to a particular project carried out by a given company (e.g. the native tokens of the company MYTVCHAIN: MYTV Tokens).

NFTs, which do not currently have a legal definition under French law, are offered for sale on the Platform and can be purchased by the User through a Digital Asset such as MYTV Tokens, BNB, or other Digital Assets.

- **Benefits:** means benefits randomly awarded to a Purchaser of an NFT Card.
- **Blockchain:** refers to the technology enabling the representation and transmission of digital assets in particular and making it possible to keep track of transactions on the latter.

Blockchain does not have a single legal definition but generally has the following characteristics:

- the identification of each party is carried out by a cryptographic process;
  - the transaction is sent to a network of computers (the "nodes" of the network) whose geographical location is sparse;
  - each "node" can host a copy of the database in which the history of the transactions carried out is recorded. All stakeholders can access it simultaneously;
  - the security system is based on a consensus mechanism of all or part of the "nodes" each time information is added;
  - transactions are validated by "*proof of authority*", "*proof of work*" or "*proof of history*";
  - The validated transaction is added to the database as a block of encrypted data (this is the "block" in blockchain);
  - The decentralisation of security management is in principle a major barrier to transaction tampering. Each new block added to the blockchain is linked to the previous one and a copy is transmitted to all the "nodes" of the network. The integration is chronological and assumed to be indelible and unforgeable (see <https://www.economie.gouv.fr/entreprises/blockchain-definition-avantage-utilisation-application>).
- **NFT Cards:** refers to the NFT cards created and issued by MYTVCHAIN in the context of the execution of these T&C. NFT cards are cryptographic and virtual elements on the blockchain protocol with unique identification codes. In appearance, MYTVCHAIN's NFTs are moving images of a few seconds representing a digital trading card with the image of a sportsperson.
  - **Custody:** means the service allowing the User to keep in a Wallet digital Assets and/or NFTs as well as the public/private keys allowing the execution of Operations on said NFTs. Safekeeping is provided by a third party service provider to the Company, for which MYTVCHAIN has no visibility or control.
  - **MYTVCHAIN Content:** refers to the content available on the Platform written by the Company for which it is responsible as editor.
  - **Auction:** means the NFTs Auction, the operation of which is detailed in the section "NFTs Auction Service" herein.
  - **Personal Connection:** refers to the User's connection to the Platform via his Wallet.
  - **FAQ:** means the tabs written by the Company available on the Platform to explain its operation and the Services available on the Platform.
  - **Fee:** means an amount in Digital Assets owed by the User to MYTVCHAIN, unless otherwise specified in these T&Cs that such Fee is owed to a third party or to a User, for the provision of a Service or the completion of a Transaction.

- **MYTV Tokens or Tokens:** refers to the native digital assets issued by MYTVCHAIN as part of its public offering of tokens. Tokens are utility tokens based on the *BNB Chain* (BEP-20 standard).
- **Primary Market:** means the first sale of an NFT Card, i.e. the first transaction between a Buyer and MYTVCHAIN concerning one or more NFT Cards (*pack*). Sales on the Primary Market take place in principle on the MYTVCHAIN Platform.
- **Secondary Market:** refers to all NFTs Card transactions on the Platform following the initial transactions on the Primary Market. The Secondary Market represents all transactions carried out on the MYTVCHAIN Platform for all NFT Cards that have already been purchased once following the initial sale on the Primary Market.
- **Currency-fiat:** means a legal tender managed by a Central Bank and controlled by a State. If not specified, this currency is the Euro. At this stage, the User does not have the option of purchasing NFT Cards in fiat currency.
- **NFTs:** *Non-fungible tokens*, non-fungible digital assets. In the absence of a legal provision defining NFTs at this stage in French law, an NFT can be defined as an element registered in the Blockchain that represents an image, a video, a song or any other data (hereafter a "**Data**") and becomes a digital asset. It can also be defined as a non-fungible intangible personal property representing, in digital form, a licence to a Data, which can be issued, registered, stored or transferred by means of a shared electronic recording device (i.e. a blockchain) allowing to identify, directly or indirectly, the owner of the work.

For the purposes of this definition, it should be noted that an NFT acts as a **certificate of unique ownership of a Data, certified in a blockchain**. It is accompanied by key information about the owner of the Data, its author, and its technical details. Although the Data can be copied, only one valid NFT per work is issued, allowing the **holder to claim ownership of that NFT**.

- **Transaction:** means any transaction carried out at the User's request via his Personal Logon and relating to NFT Cards.
- **Platform:** refers to the online website edited by MYTVCHAIN accessible via the url address <https://nft.mytvchain.io> (hereafter the "**Site**") of the Company.
- **Price (of an NFT):** means the value of an NFT Card expressed in MYTV Tokens on the Platform.
- **Reserve Price:** means the minimum necessary price set by a Seller in order for an Auction to commence on the Platform.
- **Services:** refers to all the services offered by MYTVCHAIN to Users via the Platform and as defined in the article "Description of Services". The Services are an integral part of the Platform.
- **Smart contract:** a simplified term for smart contracts or applications that enable the automated execution of contracts.
- **Stablecoins:** term for financial instruments based on blockchain technology that aim to eliminate the volatility of crypto-currencies and replicate the face value of a fiat currency (often the dollar) such as USDT, DAI, TUSD, USDC (etc.).

- **Seller:** means the User who sells an NFT Card on the Platform.
- **Wallet:** means an application provided by a third party to MYTVCHAIN (e.g. Metamask, Wallet Connect, Torus, or Binance Chain), within which Digital Assets are held, and over which MYTVCHAIN has no visibility or control. The User is invited to connect his Wallet (or electronic wallet) via the "Connect your wallet" tab on the Platform.

## 2 Object

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The MYTVCHAIN company publishes an online Platform under the brand name MYTVCHAIN (<https://nft.mytvchain.io>). This Platform allows its Users to acquire collectible cards and to resell them as NFT Cards.

MYTVCHAIN is a sports ecosystem in which fans can access a unique digital experience to support their favourite athletes and can earn Benefits.

MYTVCHAIN is based on the Blockchain and offers Users the possibility to :

- Collect Athlete NFT Cards (via the Site, as defined above);
- Watch the competitions live via OTT Web TV (available on the following website: <https://mytvchain.com/index.php>);
- Supporting athletes by sharing their performance while earning Benefits in a decentralised ecosystem.

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

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 on it, 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 opposable to MYTVCHAIN, excluding any other document (prospectus, summary information document, video supports, presentation of the Services, information on NFT Cards, etc.) which are only indicative and non-contractual, and excluding any other possible conditions of service, sale or purchase of the User which cannot be opposable to MYTVCHAIN 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 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 on simple request by the User to [contact@mytvchain.io](mailto:contact@mytvchain.io).

These T&Cs are formally accepted by the User prior to the purchase of NFT Cards and appear on all pages of the Platform.

MYTVCHAIN reserves the right to adapt or modify these GTC at any time and without prior notice. Any new version put online prevails over any previous version, notably 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.

In any case, the User will be informed of the entry into force of new GTCs, which will be published on the Platform as soon as they are updated. The performance of Transactions and/or the connection to their Personal Connection and/or the use of the Platform and/or the Services (even if it is only a simple consultation) implies express acceptance of the current GTC.

Therefore, for each Operation performed or each Service used, the T&Cs in force at the date of performance of said Operation or use of said Service are applicable to the User. It is recommended that the User save the T&Cs in force on the day of use of each Service and/or completion of each Transaction, notwithstanding the archiving rules implemented by MYTVCHAIN.

Users who do not wish to accept the new GTCs may terminate the GTCs and delete their Personal Connection, in accordance with the conditions set out below.

THE USER DECLARES AND ACKNOWLEDGES THAT HE/SHE IS OF LEGAL AGE (I.E. AT LEAST 18 YEARS OLD) AND HAS FULL LEGAL CAPACITY TO ENTER INTO THE PRESENT GC.

These GTC are concluded for an indefinite period.

The User acknowledges that he/she has taken cognisance of 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 Personal Connection. 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 for his/her needs and to enter into the GTCs 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 Operations, so that MYTVCHAIN cannot be held responsible in any way in this regard.

## **4 Description of the Services**

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### **4.1 Services available without a Personal Log-in**

The home page (<https://nft.mytvchain.io>) and certain pages of the Platform are accessible to any Internet user. The purpose of these pages is to provide Users with information allowing them to discover MYTVCHAIN'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 allowing Users to contact MYTVCHAIN.

However, certain pages of the Platform and certain Services are only accessible to Users who have previously created their Personal Log-in.

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 Medium, Telegram, Facebook, Instagram, Twitter, LinkedIn, etc.).

## **4.2 Services accessible subject to the creation of a Personal Log-in**

The benefit and use of the Services described below require the creation by the User of a Personal Connection, in particular in accordance with the stipulations of the article "Creation of a Personal Connection" of these GTC.

### **4.2.1 Using a Personal Connection**

When accessing the Platform and after creating a Personal Connection, the User is granted access to the Services.

The User can benefit from the Services offered by MYTVCHAIN via the Site on his computer.

### **4.2.2 Access to and use of the Platform**

The Platform allows the User to buy, sell or hold NFT Cards on the Primary or Secondary Market.

The Platform also offers the possibility to discover, share, and exhibit NFT Cards.

### **4.2.3 Carrying out Operations**

#### *4.2.3.1 NFT Card buying and selling service*

As soon as the User's Personal Log-in is activated, the User, as a Buyer, has the possibility to discover the NFT Cards available for sale on the Platform's homepage.

The Buyer has the possibility to buy :

- or a *pack* of NFT Cards called "multi-athlete", the content of which is not disclosed to the Buyer at the time of purchase;
- or one or more NFT Cards of an individual athlete on the sales page dedicated to that individual athlete;
- or an NFT Card on the Secondary Market.

Some NFT Cards may contain exclusive Benefits for the benefit of the cardholder in relation to the athlete to whom the NFT Card relates.

The User, as a Seller, may offer NFT Cards for sale on the Secondary Market.

Transactions to buy or sell NFT Cards can be made using payment in digital assets, such as MYTV Tokens, BNB, or other digital assets compatible with the Platform.

#### *4.2.3.2 NFT Card Auction Service*

MYTVCHAIN reserves the right to develop a new service allowing for NFT Card Auctions between the Seller and potential Buyers.

#### *4.2.3.3 Third Party Digital Asset Preservation Service*

The User who has created a Personal Connection must use his/her own web3 *wallet*.

To receive NFTs and/or Digital Assets, the User must copy the address from his/her Wallet and enter it in the field provided. The User will receive the purchased NFTs at this address after validation of the relevant Transaction.



For the use of the Platform, MYTVCHAIN recommends to use Metamask (see the general conditions via the following link: <https://metamask.io/terms.html>), Wallet Connect (see the following link: <https://docs.walletconnect.com>), Torus (see the general conditions via the following link: <https://docs.tor.us/legal/terms-and-conditions>) or Binance Chain Wallet (see the following link: <https://academy.binance.com/fr/articles/how-to-use-binance-chain-wallet>)

### 4.3 New Services

MYTVCHAIN 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 Personal Connection. These new services are deemed to be an integral part of the Services as defined in the "Definitions" section of these Terms and Conditions. Unless otherwise specified, the new Services may be used by the User as soon as they are effectively available on the Platform, subject, where necessary, to the prior creation by the User of a Personal Connection.

### 4.4 Evolution of Services

MYTVCHAIN may, at any time and without prior notice, develop, improve or adapt the Platform and the Services, and more generally the services offered, with a view to improving, for example, the functionalities offered on the Platform or as part of the Services. This may include the deployment of updates, new version(s), new services, or the removal of existing Services. In the event of permanent deletion of an existing Service, MYTVCHAIN 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 the permanent deletion of all Services, MYTVCHAIN will proceed to the termination of the present agreement under the terms and conditions set forth in the article "Denunciation - Termination".

Furthermore, MYTVCHAIN may complete or modify, at any time and without prior notice, the Platform, the content of the Platform and the Services 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 evolution of the Platform and the Services.

### 4.5 Support

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

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

This support can be accessed via the email address: [contact@mytvchain.io](mailto:contact@mytvchain.io). MYTVCHAIN will make its best efforts to respond to the User's request as soon as possible and in an appropriate manner. However, MYTVCHAIN does not commit itself to any response time, nor to the relevance or completeness of the content of the response, nor to the fact that the response provided will effectively resolve the User's request or provide a solution.

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

Unless otherwise specified in these GTC, Transactions are carried out solely on the basis of instructions communicated by the User, MYTVCHAIN never verifying the relevance, interest

or quality of such 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 therefrom. The User is invited to consult professionals specialised in financial, legal or tax advice before carrying out 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 checked 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/her computer equipment and Internet access.

All costs relating to access to 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 in particular with public order, good morals and the rights of third parties. MYTVCHAIN shall not be held responsible for the use of the Platform and the Services by the User, in particular 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 MYTVCHAIN or its partners in any way.

### **5.2 MYTVCHAIN content**

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

The MYTVCHAIN Content and information prepared by the Company should not be construed as investment advice or solicitation. The MYTVCHAIN Content and information available on the Platform shall not be construed as an offer to the public, 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 regard 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 MYTVCHAIN Contents are provided and/or broadcast on the Platform for information purposes only. Indeed, despite the care taken in the development and updating of the Platform, the MYTVCHAIN 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.

Therefore, the MYTVCHAIN Content appearing on the Platform should not be considered as authoritative, nor as a substitute for the User's personal judgement, and should not constitute the sole basis for any decision to be made by the User.

### 5.3 Link

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

MYTVCHAIN reserves the right to set up links on the Platform giving access to sites, web pages or applications other than those of 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 can access through these links do not belong to MYTVCHAIN, which reserves the right to delete the said links proposed by the Platform to an application or a third party site if the latter becomes contrary to the regulations in force or to its values. MYTVCHAIN shall not be responsible for access by Users via 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

MYTVCHAIN 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, MYTVCHAIN is not bound by an obligation of result but only by an obligation of means, and does not guarantee the availability, the optimal functioning or the 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 Services may be delayed, altered, prevented or interrupted due to, in particular

- technical hazards inherent to the internet, including but not limited to bandwidth fluctuations and hazards of MYTVCHAIN's internet service provider, a partner of MYTVCHAIN and their own updates and technical hazards) and/or a hosting company;
- 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 concerning the access to the telephone network or to the internet or to any other network (computer network, telecommunication network or electronic communication network,...) by MYTVCHAIN, 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, linked to the operation of a Blockchain, in particular :
  - o the emergence of a "fork", a technical phenomenon linked to the Blockchain that can be defined as an event during which the Blockchain splits and gives rise 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;
- unavailability or failure of access to computer systems, applications, websites or partners or others used by MYTVCHAIN to provide the Services;
- the unavailability or loss by the User of his Personal Connection;
- the loss by the User of the private keys of his Wallet, over which the Company has no control and assumes no responsibility;
- an illicit, malicious or unfortunate act (including acts resulting from the action of "cybercriminals" or "hackers", logical or other attacks such as computer viruses, malicious programs, etc.), the purpose or effect of which is to damage the computer

systems, applications, websites or platforms of the User, the company or the latter's partners.

Furthermore, MYTVCHAIN reserves the right to close access to all or part of the Platform and/or to suspend the execution or provision 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 nature whatsoever.

For scheduled maintenance operations, MYTVCHAIN 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 or functionality of the Platform or Services may be limited, in particular to carry out technical or operational interventions or others necessary for their proper functioning (e.g.: test operations, maintenance, control, resolution of possible failures, operational modifications or changes, evolutions, etc.), an update, the deployment of a new version or any other operation deemed necessary by MYTVCHAIN or which the User accepts.

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

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

The User must equip himself with the appropriate telecommunications means to access the Platform, his Personal Connection and the Services. The User guarantees that the hardware and software he/she uses to access and use the Platform and the Services 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 MYTVCHAIN 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 for purposes not expressly authorised, all or part of the information or data present on the Platform, and not to use a robot, in particular a *crawler* or *spider*, software, an automated system, a script, a programme, a search application or a website retrieval application, or any other means enabling the extraction or indexing of 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, licensed, exploited, in whole or in part and in any manner whatsoever, without the express, prior and written consent of MYTVCHAIN.

The Platform is an automated data processing system. The same applies to the Personal Spaces. The User is prohibited from accessing or maintaining, fraudulently, all or part of the Platform that is not his own.

MYTVCHAIN 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 but also the Services, including legal proceedings, without prior notice.

The User is solely responsible to MYTVCHAIN, or its partners, for any damage that may result from access to the Platform, his Personal Connection and the Services, and their use.

Any breach of the provisions of this article by the User constitutes a serious breach which may lead to the termination of the GTC without notice to the exclusive detriment of the User and the permanent prohibition of the User from accessing and using 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 applicable laws and regulations (in particular with respect to tax and/or social security declarations that must be made as a result of 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 MYTVCHAIN as communicated in particular by means of these GTCs or on the Platform or via the User's Personal Connection. 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 MYTVCHAIN does not carry out such steps on behalf of the Users.

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

The User is also prohibited from using or exploiting the Platform or the 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 data, in particular 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 which may lead to the termination of the GTC without notice to the exclusive detriment of the User and the permanent prohibition of the User from accessing and using the Platform and the Services.

## **5.7 General principles applicable to Services**

### **5.7.1 General restrictions**

The Services are accessible to the User who has made a Personal Connection and who is not subject to any suspension, sanction, restriction, limitation, termination or deletion procedure.

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

Furthermore, MYTVCHAIN reserves the right, without prior notice and without entitling the User to compensation, to refuse the execution of a Service or a Transaction requested by a User, to cancel a Transaction 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 case of violation by the User of his obligations or commitments under these GTC or if MYTVCHAIN considers that there are sufficient elements suggesting that the User could be in violation of his obligations and commitments under these GTC, or in particular :

- 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 information or documents requested by MYTVCHAIN ;
- in the event of inappropriate behaviour and/or misconduct by the User (insults, threats, violence, etc.).

MYTVCHAIN also reserves the right, in particular for the purpose of fraud prevention and the fight against illicit or fraudulent activities, to impose Limits or a Ceiling on a User in a personal capacity under the conditions set out below, and/or to restrict or limit the use by the said User of certain Services.

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

### **5.8 Warning - risks inherent in the Services**

The User acknowledges that the Operations carried out within the framework of the Services, and in general the purchase, use, sale, exchange, conversion or holding of Digital Assets, present risks for which MYTVCHAIN cannot be held responsible, namely

- Macroeconomic risk: changes in the macroeconomic situation may lead, inter alia, to abnormal price fluctuations, which may affect the User;
- political/regulatory risk: changes in applicable laws and regulations may lead, inter alia, to abnormal fluctuations in prices, or even to the conditions of operation of the Platform and the conditions of provision and use of the Services being called into question, which may affect the User;
- Return risk: Digital Assets are not issued by financial institutions, and the Digital Asset market is a new and unregulated market that may not generate any real return;
- Volatility risk: Digital Assets are heavily used by speculators, which means that Transactions involving Digital Assets are exposed to extremely high volatility risks; moreover, Transactions are carried out throughout the day without interruption and without any restriction on the rise or fall of the price, which means that the price of Digital Assets may undergo sudden variations leading to partial or total losses of Users' investments. Also, the purchase, sale, exchange, etc. of Digital Assets involve significant risks: the User is advised never to invest more than he can afford to lose;
- decentralisation risk: there is no central entity or organisation that controls and regulates Digital Assets. Instead, Digital Assets are based on decentralised Blockchain technology. In the event of a crisis, there is no entity or organisation that protects the Digital Asset market to minimise your losses for example.
- operational risks: failures of hardware, software or networks (internet, telecommunication, electronic communication, telephone, etc.) may in some cases result in the loss of Digital Assets;
- 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/her identifiers) which may result in the partial or total loss of the Digital Assets;
- liquidity risk: the exchange of a Digital Asset for a fiat Currency is not always guaranteed, nor is it guaranteed for any other type of Digital Asset.

MYTVCHAIN also insists on the fact that Digital Assets and Blockchain are new technologies, obeying specific rules that differ from traditional investment systems. Thus, any use of Digital Assets, whether as an investment, as a monetary equivalent, etc., presents risks that the User must take into account.

The User must ensure that he/she is informed and trained on the operation and characteristics of a Blockchain, Digital Assets and NFTs.

MYTVCHAIN provides Users with information and tutorials to guide them in the use of the Platform and the Services. The User is however invited to vary his sources of information and thus to consult other sites than MYTVCHAIN's to get information and training on the risks inherent to the Services, it being specified that the information and details appearing on the Platform are not exhaustive, nor necessarily up to date, and are only indicative with regard to 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 Digital Assets. In particular, MYTVCHAIN reminds Users that past performance is not a guide to future performance, and that investment in Digital Assets presents risks of partial or total capital loss. The User is in any case invited to consult professionals specialising in financial, legal or tax advice before carrying out any transaction involving Digital Assets.

## **6 Personal Connection Terms and Conditions**

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### **6.1 Personal Connection**

The User is responsible for the creation and management of his Personal Connection, in order to benefit from the Services.

#### **6.1.1 Conditions for creating a Personal Connection**

A Personal Connection can only be held by one person (whether a natural or legal person).

Any person (natural or legal) wishing to open a Personal Connection 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 authorisations necessary to validly commit the said legal entity.

FURTHERMORE, THE OPENING OF A PERSONAL CONNECTION BY A NATURAL PERSON REQUIRES THE AGE OF 18.

It is the User's responsibility to ensure that these conditions are respected.

The content of the aforementioned section and the conditions of eligibility or restrictions to the creation of a Personal Connection are subject to change at any time and without prior notice, at MYTVCHAIN's sole discretion, in particular but not exclusively in order to comply with legislative or regulatory obligations.

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

MYTVCHAIN reserves the right to implement a procedure to verify the identity of the User, in particular within the framework of a so-called "Know Your Customer" (hereinafter "**KYC-LCBFT**") approach of MYTVCHAIN, in order to prevent or detect any attempt or action of fraud, corruption, money laundering or financing of terrorism in particular, 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 MYTVCHAIN's KYC-LCBFT approach.

### **6.1.3 Bans**

The creation of a Personal Connection is forbidden to any User who has been terminated by MYTVCHAIN as a result of a termination of these T&Cs for misconduct by the User.

The User who makes a Personal Connection guarantees that his use of the Platform and Services will not expose MYTVCHAIN 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 ban on using the Services resulting, 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 such as those 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 list of Specially Designated Nationals maintained by OFAC (Office of Foreign Assets Control of the U.S. Department of the Treasury) or on the U.S. Department of Commerce's Denied Persons List.

Any breach of the provisions of this article by the User constitutes a serious breach which may lead to the termination of the GTC without notice to the exclusive detriment of the User and the permanent prohibition of the User from accessing and using the Platform and the Services.

## **6.2 Suspension of Personal Connection**

Without prejudice to the stipulations of the article "Denunciation - Termination" of these GTCs, MYTVCHAIN reserves the right to suspend access to the User's Personal Connection 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 GTCs or if MYTVCHAIN believes that there are sufficient elements suggesting that the User may be in breach of its obligations and commitments under these GTCs.

In addition, such a suspension may take place in particular:

- in the event of a breach of these GTCs ;
- in case of detection of suspicious activities of the User ;
- 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 that effect by a competent authority (request, court decision, decision or request by an administrative or judicial authority, ongoing investigation, etc.).

Suspension of access to the Services implies the impossibility for the User to connect and/or benefit from the Services / use the Services.

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

## **6.3 Deleting the Personal Connection**



The User may decide to delete his or her Personal Connection.

The deletion of the Personal Connection by MYTVCHAIN occurs in any case automatically in case of termination of these GTC.

The cancellation of the Personal Connection and access to the Services, whatever the cause or initiator, will not give rise to any compensation of any kind for the User.

## **7 Financial conditions**

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### **7.1 Digital Asset Awards**

The User acknowledges that he/she is aware of the lack of stability of the Prices of the Digital Assets and in particular their high volatility, neither MYTVCHAIN nor its partners can be held responsible for this.

### **7.2 Fees on Operations**

The Operations are services offered to the User for a fee.

The User is therefore obliged to pay to MYTVCHAIN, unless otherwise stipulated in these GTCs that the Fees are due to a third party, the Fees on the Operations specified on the Platform and authorizes MYTVCHAIN to deduct from the amount of the Operation carried out, all the Fees on the Operations that would be due in accordance with these GTCs.

Accordingly, the User expressly accepts that Fees, as specified on the Platform, may be charged in connection with the sale of NFT Cards on the Primary and Secondary Market.

The User acknowledges and agrees that all Fees, Commissions and Royalties are transferred, processed or initiated directly by one or more of the Smart Contracts on the Blockchain network of the Digital Asset it uses to purchase the NFT.

The fees charged on the Platform, in particular the rates applied for the calculation of the various Transaction Fees (or "Fees") are set out on the Platform, it being understood that the fee rate may depend on various criteria.

Tariffs (including the Commission rate) may be modified/revised at any time. In the event of a tariff update, the new tariffs apply to all Operations initiated and validated by the User after the date on which the new tariffs come into force.

#### **7.2.1 VAT on Transaction Costs**

The Operations are not subject to value added tax (VAT).

### **7.3 Eligibility**

The Fees on the Transactions, when due to MYTVCHAIN, are due and payable at the time of the validation of the Transaction by the User.

In accordance with the provisions of Article L.441-10 of the French Commercial Code, any delay or non-payment of an amount due on the due date referred to above shall result in late payment penalties being payable without any reminder being necessary. The interest rate for these late payment penalties shall be that applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points. This rate shall be the rate in force

on 1 January of the year in question for the first half of the year in question. For the second half of the year in question, it shall be the rate in force on 1 July of the year in question.

These penalties will be calculated and will be due without prejudice to MYTVCHAIN's right to claim compensation for its prejudice linked to late payment or non-payment. Penalties will be due from the day following the due date of the sums owed and until the day of their collection by MYTVCHAIN.

Finally, any User in a situation of late payment will automatically owe MYTVCHAIN a fixed indemnity for collection costs, set at forty (40) euros. If the recovery costs incurred were higher than this indemnity, MYTVCHAIN could ask for an additional indemnity upon justification. However, MYTVCHAIN will not be able to invoke the benefit of these indemnities in the event of the opening of a safeguard, recovery or judicial liquidation procedure which would prohibit the payment of the debt owed to it on its due date.

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

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### **8.1 Obligations of MYTVCHAIN**

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

In particular, MYTVCHAIN shall endeavour 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 suitable for his/her needs, that they correspond to his/her expectations and that he/she has the necessary technical and financial skills and knowledge, as well as the necessary IT environment, to use the Platform and the Services correctly.

The User is bound by the terms and conditions of these GTC. The User is solely responsible for the use he makes of the Platform, his Personal Connection and the Services, as well as for the acts and deeds of the persons he has authorised to access his Personal Connection, including with regard 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 Operations and transactions of Digital Assets are carried out, and shall not use the Platform and/or the Services for illegal or unlawful purposes, or for 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.

MYTVCHAIN's commitment is exclusively to provide the Services in accordance with the provisions of these T&Cs and subject to any reservations made, particularly in the case of a Service provided by a partner of MYTVCHAIN. MYTVCHAIN is responsible only for this.

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

In addition to the hypotheses provided for in the present GTC in which MYTVCHAIN cannot be held responsible, the Parties agree that :

- MYTVCHAIN can only be held responsible for a bad execution or a non-execution of its obligations under these GTC in case of proven fault. Furthermore, MYTVCHAIN can only be held liable for direct damages suffered by the User as a result of a breach of MYTVCHAIN's obligations under these GTC. On the other hand, MYTVCHAIN cannot be held responsible for any 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: MYTVCHAIN cannot be held responsible by the User nor can it claim any reimbursement for the loss of any digital asset by the User through the Platform and/or the Services. Furthermore, MYTVCHAIN can only be held liable to the User for foreseeable or foreseeable damages, except for gross negligence or fraud. Furthermore, it is agreed that MYTVCHAIN's liability towards the User is, except towards a User having the quality of a consumer as defined by the consumer code, limited/limited to the amount of the last Transaction carried out on the Platform.
- MYTVCHAIN is in no way responsible for damages suffered by the User due to a non-performance of its obligations by MYTVCHAIN resulting from a case of force majeure or the act of a third party (including another User or user);
- MYTVCHAIN is not responsible in case of abnormal use, including use not in accordance with these T&Cs, or fraudulent or illicit use of the Platform or the Services by the User;
- MYTVCHAIN is not responsible for the functioning (or malfunctioning) of the User's computer equipment, nor for his access to the Internet or to any network (computer network, telephone network, Internet network, telecommunication or electronic communication network, etc.);
- MYTVCHAIN is not responsible in case of fault of the User or damage resulting from a lack of diligence or vigilance of the User, nor for the consequences or damage, of any kind, which could result from it towards anyone, whether it is a third party or another user or User;
- MYTVCHAIN is not responsible in case the User forgets or loses his identifiers, in case of leakage or theft of the said identifiers, in case the said identifiers are cracked by a third party and in any other case of hacking of his Personal Connection or of his means of access to his Personal Connection;
- MYTVCHAIN is not responsible for any loss of data or delay in the progress or processing of a User's Transaction that may result from an interruption or suspension of the Platform or Services, for whatever duration;
- MYTVCHAIN is not responsible for the choices and decisions of the User concerning the use of the Services and in particular the execution of Transactions involving digital 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 Wallet Address, etc. In this respect, and taking into account the risks inherent to the use of the Services as explained in particular in the article "Warning -

Risks inherent to the Services", MYTVCHAIN is not responsible for any financial losses suffered by the User and resulting from the use of the Services;

- MYTVCHAIN is not responsible for any malfunction or failure of the platform of the service provider in charge of the Preservation of Digital Assets on behalf of the Users.
- MYTVCHAIN 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 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;

MYTVCHAIN cannot be held responsible:

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

including for example (but not exclusively) :

- 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/full, etc.) of the Platform and/or the Services which are linked to one of the cases referred to in the article "Availability of the Platform and the Services";

and the consequences that may result.

Likewise, MYTVCHAIN 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 damages resulting therefrom.

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

In order for MYTVCHAIN to be held liable, the User is required to notify MYTVCHAIN of any claim or breach of its obligations under these T&Cs, without delay from the moment the User becomes aware of it.

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

## **10 Notice of termination - Termination**

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### **10.1 Denunciation**

The User may terminate the GTC (i.e. end it) at any time and without notice, provided that he/she deletes his/her Personal Connection in accordance with the terms and conditions set out in the article "Deletion of the Personal Connection".

MYTVCHAIN is authorized to denounce and terminate the present GTC, without the User being able to claim any prejudice as a result, under the following terms and conditions:

- In the event that any law, regulation, decision of a competent authority or jurisdiction makes it impossible to maintain all or part of the TOS (and therefore the Services) between the Parties, or if MYTVCHAIN has reason to believe that the maintenance of all or part of the TOS (and therefore the Services) is impossible as a result, upon thirty (30) days' notice, unless the law, regulation or decision referred to in this section prohibits or does not allow MYTVCHAIN to comply with such notice period. In addition, MYTVCHAIN may, in its sole discretion, subject to compliance with the aforementioned notice period, unless conditions do not permit compliance with such notice period, terminate any or all of the T&Cs (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 Digital 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, subject to a reasonable notice period of not less than thirty (30) days and not more than sixty (60) days.

## **10.2 Cancellation**

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

- For breach of any of the User's obligations or commitments under these GTCs, in particular in the event of breach of its obligations under the articles "Description of the Services", "Terms and Conditions of Use of the Platform and Services", "Terms and Conditions of Use of the Personal Connection", "Financial Conditions" and "Respective Obligations of the Parties";
- In case of serious breach on the part of the User which entitles MYTVCHAIN to terminate the T&Cs without prior notice, it being specified that in such a case MYTVCHAIN may terminate the present T&Cs. In this respect, the following constitute serious breaches on the part of the User which entitle MYTVCHAIN to terminate the GTC without notice:
  - o the fact that a User refuses to accept the modified GTC;
  - o using the Platform and/or the Services, whether voluntarily or not, for illegal or fraudulent purposes or activities;
  - o Non-payment by the User of Fees on Transactions due to MYTVCHAIN (or a partner of the latter);
  - o any other serious breach of these GTCs or of applicable laws and regulations.

## **10.3 Consequences**

In the event of termination or denunciation of these T&Cs under the present article "Denunciation - Termination", MYTVCHAIN will proceed with the deletion of the User's

Personal Connection in accordance with the stipulations of the article "Deletion of the Personal Connection" herein.

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 duration is provided for in the GTC.

## **11 Personal data and cookies**

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Personal data processing may be implemented through the Platform. The User is invited to access MYTVCHAIN's "personal data protection policy".

Cookies and other tracers or similar technologies may be installed and/or read in the User's browser or terminal when visiting the Platform. The User is invited to click on the link "cookie management policy" to access MYTVCHAIN's cookie management policy.

## **12 Intellectual property**

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### **12.1 General**

The Platform 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 MYTVCHAIN or of third parties who have assigned or conceded the right to use them.

Any representation or reproduction of all or part of the Platform or of any of its components without the express authorization of MYTVCHAIN is prohibited and would constitute an infringement sanctioned by the intellectual property code and/or an act of unfair competition or parasitism. In any case, any representation or reproduction authorized by MYTVCHAIN of all or part of the Platform or of its component elements must include the words "Copyright [Year in progress] MYTVCHAIN - all rights reserved".

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

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

Other distinctive signs, in particular corporate names, trade names, brand names, domain names reproduced on the Platform are the property of MYTVCHAIN or third parties, and any reproduction of these without express authorisation is likely to constitute usurpation engaging the responsibility of its author.

### 13 No right of withdrawal

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Articles L.221-13, L.221-25, L.221-26 and L.221-28 of the Consumer Code refer to the cases in which the right of withdrawal cannot be exercised by a consumer.

Indeed, Article L.221-28 of the Consumer Code provides that "*the right of withdrawal cannot be exercised for contracts : [...]*

*13. the supply of digital content without a physical medium, the performance of which has begun before the end of the withdrawal period and, if the contract requires the consumer to pay, where :*

*a) he has given his prior express consent for the performance of the contract to begin before the end of the withdrawal period; and*

*b) he has acknowledged that he will lose his right of withdrawal; and*

*c) The trader has provided confirmation of the consumer's agreement in accordance with the provisions of the second paragraph of Article L. 221-13.*

In application of these texts, the User expressly acknowledges and accepts that the right of withdrawal cannot be exercised for Transactions involving Digital Assets and/or the purchase, sale of NFTs Card. The User wishes that Transactions involving Digital Assets and/or purchase, sale of NFTs Card be executed immediately. Therefore, the User expressly agrees in advance, expressly waives his right of withdrawal and expressly acknowledges that he loses his right of withdrawal.

### 14 Absence of legal guarantee of conformity and guarantee of defects in the goods sold

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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 the present GTC insofar as the relationship between the User and MYTVCHAIN 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 the goods sold, also known as the *legal guarantee of hidden defects* (cf. articles 1641 and following of the said code) do not apply to the Services and to the present GTC insofar as the relationship between the User and MYTVCHAIN cannot be qualified as a sale within the meaning of the said provisions.

In this respect, it is specified for all practical purposes that the use of the terms Sale/sale/sell and Purchase/purchase/purchase, and certain associated terminology, within the framework of these GTCs or on the Platform, in particular to designate certain operations or actions, is purely explanatory and descriptive. The use of these terms in no way prejudices 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 the present GTC, MYTVCHAIN concludes with the Users a contract for the provision of services and not a contract of sale within the meaning of the aforementioned texts.

### 15 Insurance

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MYTVCHAIN 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 GC.

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

Upon written request from the User, MYTVCHAIN undertakes to provide the User with any proof of the insurance taken out.

## 16 Various

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### 16.1 Force majeure and unforeseen circumstances

#### 16.1.1 Force majeure

The User and MYTVCHAIN shall not be held liable to each other in case of non-performance of their obligations under these GTC resulting from a case of force majeure as defined in article 1218 of the Civil Code. It is expressly agreed that all events usually recognised as force majeure by the case law of the French courts and tribunals, with priority given to the case law of the Cour de cassation, are considered as force majeure.

By express agreement between the Parties, force majeure includes

- the theft of digital assets from MYTVCHAIN or one of its partners by any means whatsoever;
- lack of energy supply, including power cuts or failures;
- disruption of private or public communication networks, including total or partial shutdown of the Internet;
- a hacking resulting in particular in the impossibility for MYTVCHAIN 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, lock out, occupation of MYTVCHAIN 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 MYTVCHAIN's staff in a period of two consecutive months;
- road blockages and lack of supplies;

preventing the normal performance by a Party of its obligations under the GTC.

#### 16.1.2 Anticipation

**MYTVCHAIN draws the attention of the User to the risks inherent to any economic transaction, in particular to any Transaction involving digital Assets. The use of the Services by the User implies the 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 Civil Code and shall therefore 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 GTC, 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.

### **16.2 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 nor shall it have the effect of 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 that Party to assert or exercise the rights in question or to rely on any of the provisions of these GTC.

### **16.3 Interpretation**

In case of difficulties of interpretation resulting from a contradiction between any of the headings in the Articles and any of the Articles, the headings shall be declared non-existent.

### **16.4 Partial nullity**

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

### **16.5 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 interpreted in any other way.

### **16.6 Subcontracting**

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

### **16.7 Transfer**

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

### **16.8 Calendar days**

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

## **17 Mediation and Alternative Dispute Resolution**

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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 aforementioned code has the possibility to refer to the services of a consumer mediator free of charge in order to amicably resolve a dispute with MYTVCHAIN.

The body designated by MYTVCHAIN for this purpose is the Ombudsman of the Autorité des Marchés Financiers (AMF).

In order to refer the matter to this body, 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-deposer-une-demande-de-mediation> and fill in the online form, attaching supporting documents;
- 2) or send your complaint by post to the address :  
Ombudsman 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 by the Consumer Ombudsman if :

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

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

Furthermore, 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 out-of-court settlement 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/>

## **18 Language - Applicable law and jurisdiction**

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

THIS PLATFORM IS GOVERNED BY FRENCH LAW. THE CONTENTS PROPOSED ARE THEREFORE IN ACCORDANCE WITH THE FRENCH LEGISLATION IN FORCE. THE SITE EDITOR SHALL NOT BE HELD LIABLE IN THE EVENT OF NON-COMPLIANCE WITH THE LEGISLATION OF THE COUNTRY OF CONNECTION.

THESE GC AND THE RELATIONSHIP BETWEEN MYTVCHAIN AND THE USER ARE ALSO GOVERNED BY FRENCH LAW. THIS APPLIES TO BOTH SUBSTANTIVE AND FORMAL RULES, NOTWITHSTANDING THE PLACE OF PERFORMANCE OF THE SUBSTANTIAL OR ANCILLARY OBLIGATIONS.

IN THE EVENT OF A DISPUTE AS TO THE INTERPRETATION OR EXECUTION OF THE GC, THE PARTIES SHALL MAKE THEIR BEST EFFORTS TO FIND AN AMICABLE SOLUTION. IN THE ABSENCE OF AN AMICABLE RESOLUTION, **THE FRENCH COURTS**

**SHALL HAVE SOLE JURISDICTION TO HEAR ANY DISPUTES ARISING FROM THE APPLICATION OF THESE GC 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 THAT WOULD APPLY TO THE USER IN HIS CAPACITY AS A CONSUMER WITHIN THE MEANING OF THE CONSUMER CODE, WHERE APPLICABLE (IN PARTICULAR ARTICLE R.631-3 OF THE CONSUMER CODE).

**BY WAY OF EXCEPTION, AND IN THE ABSENCE OF AMICABLE RESOLUTION OF A DISPUTE BETWEEN MYTVCHAIN AND A COMMERCIAL USER WITHIN THE MEANING OF ARTICLE L121-1 OF THE COMMERCIAL CODE, THE DISPUTE SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, EVEN FOR EMERGENCY PROCEDURES OR FOR PROTECTIVE PROCEDURES, IN APPEAL OR BY PETITION.**

Date of last update: [April 2022]