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**GENERAL CONDITIONS OF SALE NFT MUSIC AND RELATED DIGITAL SERVICES**

**"MINTY TUNES**

**CONSUMER CUSTOMERS**

2024 SEPTEMBER 23 VERSION

These General Terms and Conditions are published by KREYPT, a simplified joint stock company with a capital of €10,000, registered in the Montpellier Trade and Companies Register under number 952 206 571, with registered office at 52 rue de la Gardiole, Saint-Jean-De-Védas (34430), France, VAT number FR86952206571.

KREYPT can also be reached at the following coordinates:

TELEPHONE: 06 66 12 54 82

MAIL: [contact@kreyptmusic.com](mailto:contact@kreyptmusic.com)

KREYPT carries out its Minty-Tunes commercial activity, in e-commerce, via its website <https://www.kreyptmusic.com/>

KREYPT is a unique music NFT ordering platform that combines art, music cryptography and blockchain technology to deliver an innovative and authentic artistic experience.

**ARTICLE 1- SCOPE OF APPLICATION**

These General Terms and Conditions of Sale (GTCS) govern, without restriction or reservation, all sales concluded by KREYPT with consumers and non-professional buyers (hereinafter referred to as the CUSTOMER(S)), wishing to place an order for the product "MINTY TUNES" as described in Appendix 1 hereof, for personal and non-professional use (in the family or friends circle) leading to the edition of a non-fungible digital token or commonly called NFT registered in a blockchain and representing the certificate of authenticity of the musical work edited from the phrase constructed from the set of letters reserved by the ordering Customer(s).

These GCS therefore apply to the sale of the NFT, a digital asset recorded on a blockchain.

This NFT is thus a digital good or content within the meaning of the French Consumer Code (hereinafter THE DIGITAL GOOD), i.e. data produced and supplied in digital form, such as computer programs, music, videos or texts, with access to this data taking place by means of downloading, from a blockchain as a digital service and durable medium for storing and authenticating the DIGITAL GOOD.

Blockchain, as a digital service, makes it possible to create, process, store, access, share or interact with data in digital form.

The present General Terms and Conditions of Sale apply to the exclusion of all other conditions and to the exclusion of all brochures/prospectuses/commercial information distributed, by way of indication, on the KREYPT commercial site. The General Terms and Conditions are systematically communicated to all CUSTOMERS prior to the immediate purchase and will prevail, if necessary, over any other version or any other contradictory document.

THE CUSTOMER DECLARES THAT HE/SHE HAS READ AND ACCEPTED THESE GENERAL TERMS AND CONDITIONS OF SALE BEFORE PLACING THE ORDER. VALIDATION OF THE ORDER BY THE CUSTOMER IMPLIES UNRESERVED ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE. THE CUSTOMER IS HEREBY INFORMED THAT THE PURCHASE OF THE DIGITAL PRODUCT IMPLIES FULL ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF SALE, AS WELL AS THE OBLIGATION TO PAY FOR THE ORDER, WHICH IS EXPRESSLY ACKNOWLEDGED BY THE CUSTOMER, WHO WAIVES THE RIGHT TO INVOKE ANY CONTRADICTORY DOCUMENT THAT MAY BE UNENFORCEABLE AGAINST KREYPT.

As these General Terms and Conditions of Sale may be subject to subsequent modifications, the version applicable to the CUSTOMER's purchase is that in force on the date of purchase of the NFT.

The CUSTOMER and KREYPT are hereinafter individually or collectively referred to as "the PARTY or PARTIES".

## **ARTICLE 2- CUSTOMER STATUS**

The Customer acknowledges :

- he/she is a natural person placing an order for the DIGITAL GOOD, for purposes not directly related to his/her profession and for use strictly for personal purposes,
- that he/she is fully entitled to enter into a contract and subscribe to these GTS,
- be solely responsible for the use he makes of the DIGITAL GOOD, as KREYPT cannot be held responsible for any claim and/or proceedings against the CLIENT.

**ARTICLE 3- DEFINITIONS**

The terms defined below, used indiscriminately in whole or in part in capital letters, are defined as follows:

Reserved digital asset	Non-fungible digital token (or NFT) registered on BLOCKCHAIN, issued upon acceptance of the ORDER for MINTY TUNES and containing the links to the ILLUSTRATION VIDEO services, the MUSIC and the PARTITION to be edited.
Artist-authors	Designates, among ARTISTS, the author, composer and publisher benefiting from AUTHOR'S RIGHTS under French law.
Artists	The performer, composer, arranger, orchestra or pianist responsible for creating the MUSICAL WORK.
Artist-Performers	Refers, among ARTISTS, to those for whom French law grants a FOLLOW-UP RIGHT, i.e. within the meaning of the present document, remuneration by placing the DIGITAL CONTENT to which they have contributed on the SECONDARY MARKET. Within the meaning of article L 212-1 of the French Intellectual Property Code, means the person who represents, sings, recites, declaims, plays or otherwise performs the MUSICAL WORK.
Digital asset	Non-fungible digital token, issued by LETTRE MINTY TUNES of a PHRASE MINTY TUNES, tracked, stored and authenticated thanks to the BLOCKCHAIN, to which is attached a digital identifier (the WALLET), making it unique and non-fungible and comprising the digital files supporting the MUSICAL WORK produced from all the RESERVED DIGITAL ASSETS and .
Blockchain	Technology for storing, time-stamping and transmitting digital data in the form of linked blocks protected against modification. For the purposes of these GTC, also refers to the Polygon Blockchain.
Catalog MINTY TUNES	Refers to the database of MINTY TUNES PHRASES, owned by KREYPT, and made up of two categories of MINTY TUNES PHRASES: <ul style="list-style-type: none"> <li>- PHRASES MINTY TUNES already MINTED, ready for purchase,</li> <li>- MINTY TUNES PHRASES to be MINTED as soon as all MINTY TUNES LETTERS have been reserved.</li> </ul>
Moderation charter	KREYPT's code of conduct setting out KREYPT's ethical values and governing the admissibility of a MINTY TUNES PHRASE OUTSIDE CATALOGUE, particularly with regard to French laws on freedom of expression.

	The Moderation Charter is available at the following link: <a href="https://cdn.kreypt.art/Kreypt-Music_Moderation-Policy_FR.pdf">https://cdn.kreypt.art/Kreypt-Music_Moderation-Policy_FR.pdf</a>
Ethics Committee	Reflection group that determines whether the PHRASE MINTY TUNES HORS CATALOGUE meets the requirements of the MODERATION CHARTER.
Order	Refers to the purchase of DIGITAL GOODS from the KREYPT WEBSITE by the CUSTOMER, who must be previously identified with his/her WALLET; all ORDERS are subject to a SALES CONTRACT.
User account	Refers to the private virtual space available to the USER on the WEBSITE, which can be accessed by means of a login and password combination.
Digital content	Refers to the MUSIC, the ILLUSTRATION VIDEO, the PARTITION and any photos of the ILLUSTRATION VIDEO.
Sales Contract	Refers to the contract concluded between KREYPT and the CUSTOMER, on the ORDER, and consisting of, in order of priority of application, the present GTC (including its appendices), the Detailed Process, the NFT Summary and the Moderation Charter.
Cryptocurrency	Refers to any digital asset designed to serve as a medium of exchange and accepted as a means of payment in all services, in particular Ethereum and its derivatives (such as Polygon).
CTA (Call-to-Action)	Element of the website that invites the USER to perform an action, in particular to : <ul style="list-style-type: none"> <li>- In the case of PHRASE MINTY TUNES OUTSIDE CATALOGUE: enter the PHRASE MINTY TUNES proposal, then reserve the selected PHRASE MINTY TUNES;</li> <li>- In the case of a MINTY TUNES PHRASE IN CATALOGUE, not yet MINTED: reserve the chosen MINTY TUNES LETTER(S),</li> <li>- In case of MINTY TUNES PHRASE IN CATALOGUE, already MINTEE: Buy either the MINTY TUNES PHRASE or one or several MINTY TUNES LETTERS.</li> </ul>
Personal data	Refers to all data that directly or indirectly identifies a natural person.
Positive double-click	Refers to the electronic formulation of acceptance of the SALE CONTRACT by the CLIENT. The first click indicates the CLIENT's agreement, and the second click confirms the CLIENT's agreement, after verification and correction if necessary.

Copyright	Refers to the remuneration due to the ARTIST-AUTHOR, collected by the COLLECTING ORGANIZATION, each time the MUSICAL WORK is broadcast to the public.
Intellectual property rights	All intellectual property rights (moral and COMMERCIAL), in particular and without this list being limitative, patents, copyrights, design rights, software rights, database rights, trademarks, trade names, domain names, know-how and this, independently of the fact that these rights have been registered, as well as any other right or form of protection of the same nature or similar effect, existing and/or future.
Right of representation	Refers to the right granted under license to the CLIENT to communicate the MUSICAL WORK when the DIGITAL GOOD is placed on the SECONDARY MARKET, to the new purchaser of the said DIGITAL GOOD, on a third-party digital NFT resale platform, on condition that the resale of the said DIGITAL GOOD is accompanied by an intellectual property regime and a RIGHT OF SEQUENCE obligation identical to the SALE CONTRACT.
Droit de suite	Refers to the percentage of the resale price of the DIGITAL GOOD, per SECONDARY MARKET, paid to KREYPT, on its behalf and on behalf of the ARTIST-INTERPRETS and the composer.
Commercial exploitation	Refers to the marketing of the DIGITAL GOOD (including, therefore, the RESERVED DIGITAL ASSET), for professional purposes, in particular by providing services or selling goods, whether free of charge or against payment, directly or indirectly by the CUSTOMER.
Gas costs	Costs associated with the registration of the DIGITAL ASSET (including the RESERVED DIGITAL ASSET) on the BLOCKCHAIN during the MINT.
KREYPT EDITIONS	Simplified joint stock company, registered under the SIREN number 979420213 and publisher of the sound fixations of the MUSICAL WORK and therefore holding the COMMERCIAL EXPLOITATION RIGHTS on the DIGITAL CONTENT.
Minty Tunes Letter	Refers to the letter(s) reserved by the CLIENT, on the MINTY TUNES PHRASE, giving rise to a DIGITAL ASSET as soon as the CLIENT places the ORDER.
Secondary market	Refers to all resale operations of the DIGITAL GOOD (including the RESERVED DIGITAL ASSET) by the CUSTOMER, in all geographical territories, via a third-party digital NFT resale platform, to any third party also acting for private purposes, for his or her own personal use and excluding COMMERCIAL EXPLOITATION.

MINT (and all derivatives such as MINTEE )	Refers to the technical process that registers the DIGITAL GOOD on the BLOCKCHAIN.
Traditional currency	Currency whose value and legal tender are fixed by a government, otherwise known as "FIAT".
Music	Refers to a work of art combining sounds and silences from the PARTITION.
Collecting Organization	Refers to any collective management organization such as SACEM or SPEDIDAM, empowered to collect and pay out COPYRIGHTS.
Musical work	Musical work created by the ARTISTS, embossed on the DIGITAL GOOD following the CUSTOMER'S ORDER and containing the MUSIC, the ILLUSTRATION VIDEO, the PARTITION and, if applicable, any photos associated with the ILLUSTRATION VIDEO.
Orchestra	An ensemble of instrumental musicians, corresponding to a composition format that can be chosen by the user.
Score	Document, on any medium, transcribing MUSIC.
Moderation period	Refers to the period of forty-eight (48) working hours, starting from the implementation of the DOUBLE POSITIVE CLICK, during which the ETHICS COMMITTEE examines the admissibility of the PHRASE MINTY TUNES HORS CATALOGUE with regard to the MODERATION CHARTER.
Minty tunes sentence	Refers to the sentence comprising all the MINTY TUNES LETTERS with a view to being converted into a DIGITAL GOOD as described in the ORDER.
Non-catalog Minty Tunes sentence	Refers to either : <ul style="list-style-type: none"> <li>- the MINTY TUNES PHRASE proposed by the CUSTOMER and submitted to the MODERATION PERIOD for validation, prior to acceptance of the ORDER by the PARTIES.</li> <li>- or a MINTY TUNES PHRASE proposed by another customer during a previous order and which has therefore already passed the MODERATION PERIOD.</li> </ul>
Phrase Minty Tunes KREYPT	Refers to the MINTY TUNES PHRASE listed in the KREYPT CATALOGUE.
Piano	Musical instrument corresponding to a format that can be chosen by the CLIENT.
Wallet	Refers to an electronic/digital wallet that allows the purchase, storage and transaction of virtual currencies. KREYPT accepts four types of wallet connection: <ul style="list-style-type: none"> <li>- Metamask</li> <li>- Taurus</li> <li>- WalletConnect</li> <li>- Coinbase Wallet</li> </ul>
NFT summary	Refers to the summary of the ORDER, detailing the

	description of the MUSICAL WORK and the price of the ORDER.
Website (Kreypt)	Refers to the KREYPT website accessible at the URL <a href="https://www.kreyptmusic.com/">https://www.kreyptmusic.com/</a>
Smart Contract	Refers to the automation of the execution of the SALES CONTRACT using the BLOCKCHAIN.
User	Any person using the WEBSITE, such as the CUSTOMER.
Video illustration	Video capture of the sound recording.

**ARTICLE 4- SPECIFIC FEATURES OF MINTY TUNES AND PURPOSE OF THE DIGITAL GOOD**

4.1 SPECIFIC FEATURES OF MINTY TUNES

4.1.1 The MINTY TUNES is therefore a DIGITAL GOOD made up of all the MINTY TUNES, whether or not reserved by one or more CLIENTS.

The DIGITAL GOOD thus produced retains its unique character through the process of transforming the MINTY TUNES LETTERS into an equally unique MUSICAL WORK, MINTED on the BLOCKCHAIN. Each DIGITAL GOOD published by a MINTY TUNES LETTER makes up the MINTY TUNES PHRASE.

4.1.2. Consequently, the CLIENT acknowledges and accepts :

- In the case where the CLIENT proposes a MINTY TUNES FIRST NAME OUTSIDE CATALOGUE: that the said PHRASE may be shared and therefore communicated to other customers, with a view to publishing each DIGITAL GOOD corresponding to a MINTY TUNES LETTER, as soon as it is accepted by the KREYPT team.
- In the event that the CLIENT selects a MINTY TUNES LETTER from a MINTY TUNES PHRASE OUTSIDE CATALOGUE already proposed by another customer during a previous order: to accept that each MINTY TUNES LETTER is, therefore, the object of a DIGITAL GOOD and that there are, therefore, as many DIGITAL GOODS as MINTY TUNES LETTERS composing the said PHRASE.

4.1.3 The CLIENT therefore acknowledges and accepts that its right of ownership refers to the copy of the DIGITAL GOODS at its disposal and that the rights granted to it on the DIGITAL GOODS, as set out in the article below, are shared with each CLIENT who has a copy of the DIGITAL GOODS. Each of them therefore has the possibility of placing his copy of the DIGITAL GOOD on the SECONDARY MARKET.

4.2 RIGHTS GRANTED ON THE DIGITAL GOOD

4.2.1 THE DIGITAL ASSET IS INTENDED FOR THE CUSTOMER'S PRIVATE AND PERSONAL USE, I.E. NOT FOR ANY PROFESSIONAL ACTIVITY AND NOT FOR ANY COMMERCIAL USE. THE CUSTOMER, AS OWNER OF THE DIGITAL ASSET, HAS THE RIGHT TO MAKE HIS PERSONAL ASSETS, INCLUDING THE DIGITAL ASSET, AN INTANGIBLE PROPERTY ASSET, PROFITABLE BY PLACING

IT ON THE SECONDARY MARKET.

4.2.2 Consequently, owning the DIGITAL GOOD enables the CUSTOMER to listen to the MUSIC, watch the ILLUSTRATION VIDEO, play the PARTY, in his private circle of family or friends, as many times as the CUSTOMER wishes and to sell his DIGITAL GOOD on the SECONDARY MARKET.

4.2.3 The CLIENT is hereby informed that broadcasting to the public, in the broadest sense of the term, all or part of the MUSICAL WORK, would lead to the collection by the COLLECTING ORGANIZATION of AUTHOR'S RIGHTS, calculated by the said COLLECTING ORGANIZATION.

## **ARTICLE 5- PLACING AN ORDER**

### 5.1 PRELIMINARY STEPS

Orders are placed via the WEBSITE.

### 5.2 PLACING AN ORDER

5.2.1 The ORDERING process is different depending on whether the CLIENT selects a FIRST NAME that has already been composed or a FIRST NAME that has not yet been composed.

5.2.2 In both cases, the CLIENT is informed that :

- His consent to the ORDER and to the SALES CONTRACT will be formalized by the DOUBLE POSITIVE CLICK device,
- The CUSTOMER will then receive the NFT RECAP, including the total price to be paid for all MINTY TUNES reserved, and enabling him/her to identify and correct any errors. Prior to any payment, the CLIENT must accept the ORDER by means of the DOUBLE POSITIVE CLICK as described below.
  
- After acceptance of the ORDER by the DOUBLE CLICK POSITIVE, the CUSTOMER is redirected to a payment window. This method guarantees a secure and efficient payment experience for the CUSTOMER.
- The fact of placing an ORDER via the DOUBLE CLICK POSITIVE device will entail the obligation of payment associated with the ORDER.

### 5.3 ENTRY INTO FORCE OF THE SALES CONTRACT

5.3.1 The SALES CONTRACT comes into force upon acceptance of the ORDER by both PARTIES, i.e. upon payment of the ORDER by the CUSTOMER.

5.3.2 Unless terminated in advance, the SALES CONTRACT shall remain in force until delivery of the DIGITAL GOODS, in accordance with the duration specified in the article DELIVERY.

5.3.3 Notwithstanding the cause of termination of the SALES CONTRACT, the provisions having their own duration, such as those relating to INTELLECTUAL PROPERTY RIGHTS or to the settlement of disputes, will continue to be executed for their own duration.



5.3.4 The CUSTOMER may contact KREYPT at [contact@kreyptmusic.com](mailto:contact@kreyptmusic.com) to be kept informed of the progress of his ORDER.

5.3.6 In accordance with article L 213-1 of the French Consumer Code, any ORDER exceeding 120 (one hundred and twenty) euros (all taxes included) will result in KREYPT archiving the SALES CONTRACT for a period of ten (10) years.

## **ARTICLE 6 - ABSENCE OF RIGHT OF WITHDRAWAL**

6.1 Through the MINT process, the RESERVED DIGITAL ASSET is made directly available to the CUSTOMER upon acceptance of the ORDER. As soon as the ORDER has been accepted, the process of creating the DIGITAL GOOD is therefore immediately set in motion, for delivery in accordance with the terms and conditions set out in the eponymous article.

6.2 Consequently, and in accordance with article L221-28 3° and 13° of the French Consumer Code, the CLIENT acknowledges and accepts that he/she does not exercise his/her right of withdrawal.

We remind you of the letter of the aforementioned article:

*"The right of withdrawal cannot be exercised for contracts :*

*[...]*

*3° Supply of goods made to the consumer's specifications or clearly personalized;*

*[...]*

*13° For the supply of digital content without material support, the performance of which has begun before the end of the withdrawal period and, if the contract subjects the consumer to an obligation to pay, when :*

*a) He has given his prior express consent for performance of the contract to begin before expiry 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."*

6.3 Consequently, as the SALE CONTRACT begins to be executed by the implementation of the MINT process, before the expiry of the legal withdrawal period of fourteen (14) days, the CUSTOMER thereby loses his right of withdrawal.

## **ARTICLE 7 - PRICE AND PAYMENT TERMS**

7.1 The SALES CONTRACT includes the sales price associated with the ORDER, freely determined by KREYPT.

7.2 The prices of DIGITAL GOODS are expressed in euros and in CRYPTO-CURRENCY, the price in CRYPTO-CURRENCY being then likely to evolve by the effect of the mechanics of crypto-currencies and include VAT in force at the time of the ORDER and GAS CHARGES.

7.3 KREYPT reserves the right to modify its prices at any time but undertakes to maintain the rates that were in force at the time of acceptance of the ORDER, for any ORDER still in progress.

7.4 The CLIENT may choose between payment in crypto-currency via its WALLET entered when opening its USER ACCOUNT, or in TRADITIONAL CURRENCY. The CLIENT may request an invoice for any purchase made via the WEBSITE, by sending an e-mail to [contact@kreyptmusic.com](mailto:contact@kreyptmusic.com).

Payment in crypto-currency will take place upon confirmation of the registration of the transaction on the BLOCKCHAIN, which will then render it irreversible.

7.5 Payment in full and in cash of the price of the ORDER is made at the time of the ORDER, as set out in the article ORDERING.

7.6 Due to the fluctuating nature of the exchange rate of crypto-currencies, the conversion of TRADITIONAL CURRENCY into CRYPTO-CURRENCY will take place on the date of the ORDER.

7.7 If one or more taxes or contributions, in particular environmental taxes (such as gas taxes), were to be created or modified, either upwards or downwards, this change could be reflected in the price of the ORDER.

7.8 The CLIENT further acknowledges and accepts that all fees, commissions and charges are transferred, processed or initiated directly by one or more SMART CONTRACTS. The CLIENT acknowledges, consents and accepts all automated fees, commissions and charges of the various BLOCKCHAIN intermediaries. The CLIENT agrees to be bound by the execution and distribution of fees, commissions and royalties by the SMART CONTRACTS and waives all rights to any fees, commissions or royalties paid to a third party through the SMART CONTRACTS.

7.9 In the event that a refund of the ORDER, in whole or in part, should be made by virtue hereof, such refund shall be made in the same currency (cryptocurrency or TRADITIONAL CURRENCY) as that used at the time of the initial purchase. If the ORDER was paid for in cryptocurrency, the agreed refund sum will be reduced by any applicable fees or charges such as GAS CHARGES incurred.

## **ARTICLE 8 - DELIVERY**

### **8.1 DELIVERY TIME**

THE DIGITAL GOOD being published subject to the reservation of all the MINTY TUNES LETTERS of the MINTY TUNES PHRASE in question, the said DIGITAL GOOD will be delivered two (2) months from the reservation of the last MINTY TUNES LETTER completing the MINTY TUNES PHRASE concerned.

Consequently :

- the starting point for production of the MUSICAL WORK is the date on which the first MINTY

TUNES LETTER was purchased,

- the starting point for publishing the DIGITAL GOOD is the POINT OF PRODUCTION,
- The DIGITAL GOOD will then be delivered two (2) weeks after the PRODUCTION POINT. However, in view of the technical considerations inherent in the MINT process and the artistic considerations specific to the production of the MUSICAL WORK, KREYPT will have a grace period of fifteen (15) additional days.

After this period and except in the case of force majeure as set out in the eponymous article, the ORDER will be deemed cancelled and the sum refunded, at the earliest opportunity.

## 8.2 DELIVERY TERMS

8.2.1 The CUSTOMER is informed of the arrival of the POINT OF PRODUCTION by e-mail, using the e-mail address entered in his USER ACCOUNT. The same will be done when the DIGITAL GOOD is made available.

8.2.2 Delivery of the DIGITAL GOOD will be carried out by digital dispatch and, at the CUSTOMER's option, by KREYPT's connection to the CUSTOMER's WALLET, allowing the DIGITAL GOOD to be exported to the WALLET.

8.2.3 Risks are transferred from KREYPT to the CUSTOMER on the date the e-mail is sent to make the DIGITAL GOOD available.

## **ARTICLE 9 - LEGAL WARRANTIES OF CONFORMITY AND LATENT DEFECTS**

The appendix to these GCS details the legal warranties, to the exclusion of any other commercial warranty, applicable to ORDERS.

## **ARTICLE 10- OWNERSHIP RIGHTS**

### 10.1 DIGITAL GOODS

10.1.1 The DIGITAL GOOD is, therefore, a digital token giving access to the digital files of the DIGITAL CONTENT, registered on the BLOCKCHAIN, with a view to issuing a certificate of authenticity for the MUSICAL WORK.

10.1.2 The CLIENT is the owner of this digital token, as soon as the transaction is recorded on the BLOCKCHAIN, to the exclusion of all INTELLECTUAL PROPERTY RIGHTS on the MUSICAL WORK and the DIGITAL CONTENTS.

The CLIENT subscribing to the SALE CONTRACT for exclusively personal and private purposes therefore refrains from proceeding or having proceeded to any COMMERCIAL EXPLOITATION of the DIGITAL GOODS, from granting or transferring, whether free of charge or for consideration, any

COMMERCIAL EXPLOITATION rights to third parties, on the DIGITAL GOODS.

10.1.3 The CLIENT, in its capacity as owner, has the right to place the DIGITAL WORK on the SECONDARY MARKET, as set out below.

10.1.4 As the MUSICAL WORK is technically inseparable from the DIGITAL WORK, the CLIENT agrees not to :

- creating or selling fractional parts of the DIGITAL WORK,
- create, sell, or attempt to create or sell a new cryptographic token in support of the MUSICAL WORK.

## 10.2 MUSICAL WORK AND DIGITAL CONTENT

10.2.1 The right of COMMERCIAL EXPLOITATION of the MUSICAL WORK, including the DIGITAL CONTENTS, belongs to KREYPT EDITIONS, without prejudice to the preservation of the moral rights of the ARTISTS who have contributed to each of the DIGITAL CONTENTS.

10.2.2 The CUSTOMER shall therefore refrain from :

- Modifying, altering, mutilating or making any other alteration to the MUSICAL WORK;
- Use the MUSICAL WORK in connection with images, videos or any other media depicting hatred, intolerance, violence, cruelty or any content that could reasonably be considered as hate speech or a violation of the rights of others or detrimental to the image of KREYPT and KREYPT EDITIONS, as well as to the image and name of the ARTISTS;
- Falsify, misrepresent or conceal the authorship of the MUSICAL WORK.

10.2.3 The CLIENT undertakes to respect the right to the names of the ARTISTS who have contributed to the creation of the MUSICAL WORK, as communicated by KREYPT upon delivery of the DIGITAL GOOD.

## **ARTICLE 11- USE OF THE DIGITAL ASSET AND THE MUSICAL WORK**

### 11.1 USE OF THE DIGITAL ASSET BY THE CUSTOMER AND SECONDARY MARKET

11.1.1 The DIGITAL GOOD is intended for purely private use, for personal purposes by the CUSTOMER, within the framework of his family or friends. This private use therefore does not require any transfer of any INTELLECTUAL PROPERTY RIGHT on the DIGITAL OBJECT, in accordance with article L 122-5 of the French Intellectual Property Code.

11.1.2 As the DIGITAL GOOD is an element of the CUSTOMER's personal assets, the CUSTOMER may decide to resell the DIGITAL GOOD on a SECONDARY MARKET, which technically means giving the new buyer access to the MUSICAL WORK, via the NFT's connection to the BLOCKCHAIN, for his or her own personal use. This SECONDARY MARKETING then legally consists of representing the MUSICAL WORK to the third party, i.e. the exercise, within the meaning of INTELLECTUAL

PROPERTY RIGHTS, of the RIGHT OF REPRESENTATION of the MUSICAL WORK.

11.1.3 For the purposes of managing his personal assets in the act of SECONDARY MARKETING, the CLIENT receives, under a non-exclusive, transferable license for the purposes of MARKETING, for the whole world and for the legal term of protection of the MUSICAL WORK, the RIGHT OF REPRESENTATION OF THE MUSICAL WORK, KREYPT certifying that it has the capacity to grant such a right to the CLIENT, by virtue of its agreements with each ARTIST and with KREYPT EDITIONS, owner of the EXPLOITATION (or "economic") rights of the MUSICAL WORK.

11.1.4 This RIGHT OF REPRESENTATION is granted solely for the SECONDARY MARKET and is conditional upon :

- compliance with these GTS by the third-party platform used for this SECONDARY MARKET.
- the imperative nature of remuneration, via this platform-tierce, of 4 (four)% minimum of the amounts generated by each successive sale of the DIGITAL GOOD, paid to KREYPT, on its behalf and also enabling it to honor the FOLLOW-UP RIGHT.

Only platforms offering these precise conditions are accepted for successive sales of the DIGITAL GOOD.

It is reminded that by SECONDARY MARKET, is understood exclusively the operation of resale of the DIGITAL GOOD for the same purposes of use, by successive buyers, as those provided for in the SALE CONTRACT, namely personal and private use, excluding professional activity or COMMERCIAL OPERATION, by the new buyer.

11.1.5 The sums due under the SUITE RIGHT will be paid automatically, by the implementation of the SMART CONTRACT, on the corresponding WALLET.

## 11.2 COMMERCIAL EXPLOITATION OF THE MUSICAL WORK AND DIGITAL CONTENT

11.2.1 KREYPT EDITIONS holds the COMMERCIAL EXPLOITATION rights to the MUSICAL WORK, including the DIGITAL CONTENTS.

11.2.2 In the event of a request that may constitute COMMERCIAL EXPLOITATION, the CUSTOMER shall contact KREYPT EDITIONS at the following address: [contact@kreypteditions.art](mailto:contact@kreypteditions.art) . KREYPT EDITIONS and the CLIENT will agree on the ad hoc terms and conditions, by separate contract.

11.2.3 As the MUSICAL WORK could not be generated without the CUSTOMER'S PHRASE, the CUSTOMER will receive, at the time of the COMMERCIAL EXPLOITATION of the MUSICAL WORK or of each of the DIGITAL CONTENTS that compose it, a percentage of the publishing rights received by KREYPT EDITIONS, to be agreed upon in the aforementioned contract, after deduction of any rights collected by SACEM or any other collecting body.

Payment, after validation by KREYPT, is made directly on the WALLET entered by the CLIENT, in CRYPTO-MONNAIE.

The CLIENT may, however, request payment in FIAT currency on presentation of an invoice.

### 11.3 USE OF DIGITAL GOODS BY KREYPT FOR PROMOTIONAL PURPOSES

Without prejudice to compliance with the RGPD on personal data, the CUSTOMER grants KREYPT the non-exclusive, intransferable, and free right, for the entire world, to represent and/or reproduce the DIGITAL GOOD, on any medium and media, for promotional purposes of its image or its "ORDER MY PHRASE" product.

## **ARTICLE 12- CONNECTION**

12.1 Access to the WEBSITE is free of charge for any USER with Internet access. The costs of accessing the WEBSITE, whether for hardware, software or Internet access, shall be borne exclusively by the USER.

The USER is solely responsible for the proper functioning of his or her computer equipment and Internet access.

12.1 The WEBSITE is accessible 24 hours a day, 7 days a week, except in the event of preventive or corrective maintenance or updates, of which the USER will be informed when access is attempted, by means of an information banner stipulating, in particular, the duration of the maintenance and unavailability of the WEBSITE.

The delivery times applicable to KREYPT and the export times of the DIGITAL GOODS applicable to the CUSTOMER are therefore understood to exclude the aforementioned maintenance period.

12.1 It is reminded that, once the DIGITAL GOOD has been delivered, the CUSTOMER has access to it via the BLOCKCHAINE, independently of the WEBSITE and therefore of the CUSTOMER's User Account.

## **ARTICLE 13- FORCE MAJEURE**

13.1 The PARTIES shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described in the ORDER, results from a case of force majeure, within the meaning of article 1218 of the French Civil Code.

13.2 It is expressly agreed that, in addition to the cases recognized by case law, and without this list being exhaustive, the following constitute cases of force majeure

- malfunctions/blockages of telecommunications networks and services,
- computer breakdowns of servers or the Internet network,
- malfunctions/blockages of BLOCKCHAIN,
- failure or interruption of electricity services.

13.3 The PARTY observing the event must immediately inform the other PARTY of its inability to

perform its service and justify this to the latter. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or penalties for delay.

13.4 The performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed 30 (thirty) days. Consequently, as soon as the cause of the suspension of their mutual obligations has disappeared, the PARTIES will make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the prevented PARTY shall notify the other PARTY of the resumption of its obligation by registered letter with acknowledgement of receipt or by any extrajudicial act.

13.5 If the impediment is definitive or exceeds a duration of 30 (thirty) days, the present contract shall be purely and simply terminated, in accordance with the terms and conditions set out in the article TERMINATION FOR FORCE MAJEURE.

#### **ARTICLE 14- EVIDENTIARY AGREEMENT**

Pursuant to Article 1126 of the French Civil Code, the PARTIES agree that electronic means of communication may be used to correspond or transmit information.

By mutual agreement of the PARTIES, the computerized records kept in the WEBSITE's computer systems, with reasonable security measures, are proof of the transmissions and processing carried out.

#### **ARTICLE 15 - PERSONAL DATA**

In compliance with the regulations in force, and in particular the General Regulation on the Protection of Personal Data (EU Regulation 2016/679), known as the "RGPD"), once the USER ACCOUNT has been created, KREYPT becomes the Data Controller, within the meaning of the aforementioned texts and processes, in a dedicated file, the CUSTOMER's personal data, for the proper performance of the SALES CONTRACT and for the purposes of using the USER ACCOUNT.

The purpose of this processing is to ensure access to the WEBSITE and to carry out operations related to the ORDER.

The personal data processed in this way (collection, recording, storage, archiving and destruction) concerns :

- Identity information (surname, first name, job title);
- Contact details (postal address, e-mail address, telephone number);
- Connection data;

- WALLET authentication data.

This data will be processed during the execution of the ORDER, kept thereafter for the legal period of responsibility applicable to the contractual relationship of the PARTIES, and then destroyed by any secure means at KREYPT's discretion.

This personal data is transmitted to KREYPT personnel authorized to process it, for the purposes of

the ORDER, without any transfer being made outside the European Union.

The persons concerned may exercise, in compliance with the RGPD, their rights of access, rectification, opposition, limitation of processing, portability and deletion by contacting KREYPT by e-mail at [contact@kreyptmusic.com](mailto:contact@kreyptmusic.com), enclosing any proof of identity.

Each person concerned also has the right to refer to the Commission Nationale de l'Informatique et Libertés (more information at [www.cnil.fr](http://www.cnil.fr)) if they consider that their rights have been infringed or that their personal data has not been processed with due care.

## **ARTICLE 16-COMPLAINTS**

In the light of the provisions of article LITIGATION, any claim by the CLIENT must be addressed to KREYPT in writing, by means of, at the CLIENT's choice :

- The e-mail address [contact@kreypt.art](mailto:contact@kreypt.art)
- Or to the postal address of KREYPT's head office.

## **ARTICLE 17- FORCED PERFORMANCE IN KIND**

Notwithstanding the provisions of article 1221 of the French Civil Code, the PARTIES agree that in the event of a breach by either of the PARTIES of its obligations, the defaulting PARTY shall not be entitled to request forced performance in kind.

Moreover, the provisions of article 1222 of the French Civil Code are expressly waived, as the creditor may not himself enforce the disputed obligation, nor seek the judge's authorization to destroy what has been done in breach thereof.

In the event of non-performance of any of the obligations incumbent upon the other PARTY, the PARTY which has suffered the default may request the termination of the SALES CONTRACT in accordance with the terms and conditions set out in the "TERMINATION" article, without prejudice to any action for damages.

## **ARTICLE 18- TERMINATION**

### **18.1 . TERMINATION FOR SUFFICIENTLY SERIOUS BREACH**

In advance, "serious breaches" are understood to mean :

- Non-delivery of the DIGITAL GOODS within the agreed timeframe, modulo the grace period provided for in article DELIVERY.
- Infringement of a PARTY'S INTELLECTUAL PROPERTY RIGHTS,
- Damage to the image and reputation of a PARTY.

In the event of a serious breach as referred to above, the PARTY suffering such breach may



terminate the SALE CONTRACT, ipso jure, 15 (fifteen) days after receipt by the defaulting PARTY of a formal notice, which has remained without effect, by registered letter with acknowledgement of receipt, stating the intention to apply the present clause, without prejudice to any damages which may be claimed from the defaulting PARTY.

Notwithstanding the foregoing, it is expressly agreed between the PARTIES that the debtor of an obligation to pay will be validly put in default by the mere payability of the obligation, in accordance with the provisions of article 1344 of the Civil Code.

For any breach other than the serious breaches described above, without prejudice to the CUSTOMER's public policy right to terminate the SALE CONTRACT in the event of lack of conformity of the DIGITAL GOODS, as set out in article L 217-10 of the French Consumer Code, the SALE CONTRACT will be terminated ipso jure within forty-five (45) days of receipt by the defaulting PARTY of a formal notice, without effect, sent by the other PARTY, by registered letter with acknowledgement of receipt, stating the intention to apply the present clause, without prejudice to any damages which may be claimed from the defaulting PARTY.

Termination of the SALES CONTRACT shall not prevent the defaulting PARTY from fulfilling its obligations until the effective date of termination.

#### 18-2 - TERMINATION FOR FORCE MAJEURE

Termination by operation of law for reasons of force majeure shall be effective after the period agreed between the PARTIES in accordance with Article FORCE MAJEURE, without further formality or prior notice.

#### 18-3 - PROVISIONS COMMON TO ALL CASES OF TERMINATION

The services exchanged between the PARTIES since the conclusion of the CONTRACT OF SALE and up to its termination having found their usefulness as the mutual performance thereof progresses, they shall not give rise to restitution for the period prior to the last service not having received its consideration.

In any event, the aggrieved PARTY may apply to the courts for the award of damages.

#### 18-4 TERMINATION OF THE ELECTRONIC SALES CONTRACT

It should be noted that, in accordance with legal provisions, termination of the SALE CONTRACT by electronic means is possible when the SALE CONTRACT has been concluded by electronic means or when, on the day of termination, KREYPT offers CUSTOMERS the possibility of concluding contracts by electronic means.

To this end, a free functionality is made available to the CUSTOMER, allowing him to carry out, by electronic means, the notification and all the steps necessary for the termination of the SALES CONTRACT, of which KREYPT must acknowledge receipt by informing the CUSTOMER, on a durable medium and within a reasonable time, of the date on which the SALES CONTRACT ends and the effects of the termination.

## **ARTICLE 19: MISCELLANEOUS PROVISIONS**

### **19.1 NULLITY**

In the event that one or more of the provisions of the SALES CONTRACT should be contrary to a legally applicable law or text, such law or text shall prevail, and the PARTIES shall make the modifications necessary to comply with such law or text. All other provisions of the SALES AGREEMENT shall remain in force and the PARTIES shall use their best efforts to find an acceptable alternative solution.

### **19.2 TOLERANCE**

The fact that either of the PARTIES fails on one or more occasions to invoke one or more of the provisions of the SALES AGREEMENT shall in no way imply a waiver by the interested PARTY of its right to invoke such provision(s) at a later date.

## **ARTICLE 20- APPLICABLE LAW-LANGUAGE**

These GCS [ consisting of 21 articles and an appendix ] and the relationship between the Customer and Kreypt are governed by French law.

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

## **ARTICLE 21- DISPUTES**

Prior to any proceedings before the courts or arbitration tribunals, the Customer undertakes to contact the CLIENT, by any written means, using the contact details given on the first page of the GTS, with a view to amicably resolving the dispute.

In the event that the Parties fail to reach a mutually agreed settlement within fifteen (15) working days of the first presentation of the Customer's complaint letter, in accordance with Articles L.616-1 and R.616-1 of the French Consumer Code, we propose a consumer mediation procedure.

The chosen mediation body is: CNPM MÉDIATION CONSOMMATION.

In the event of a dispute, you can submit your claim on its website: <https://cnpm-mediation-consommation.eu> or by post by writing to CNPM MÉDIATION CONSOMMATION - 27, avenue de la Libération - 42400 Saint-Chamond.

The Customer is also informed of the possibility of using the European dispute resolution platform created by European Regulation No. 524-2013 of May 21, 2013 on the online settlement of consumer disputes. The platform is accessible, in particular, via the following link on the French government website "service-public.fr": <https://www.service-public.fr/particuliers/vosdroits/R48100>.

IN THE EVENT OF TOTAL OR PARTIAL FAILURE OF THE MEDIATION PROCESS SET OUT ABOVE, ALL DISPUTES RELATING TO THE PURCHASE AND SALE OPERATIONS OR TO THE RELATIONSHIP BETWEEN THE CUSTOMER AND KREYPT, CONCERNING BOTH THEIR VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES AND CONSEQUENCES, WILL BE SUBMITTED TO THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE MONTPELLIER COURT OF APPEAL. ■

## APPENDIX - LEGAL WARRANTIES

In accordance with decree no. 2022-946 of June 29, 2022 concerning the legal guarantee of conformity for goods, digital content and digital services, the Customer benefits from legal guarantees for all NFT KREYPT purchased, as detailed below:

The consumer has a period of two years from the supply of the DIGITAL GOODS to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a defect of conformity. During a period of one year from the date of supply, the consumer is only required to establish the existence of the lack of conformity, and not the date of its appearance.

The legal warranty of conformity implies the obligation to provide all updates necessary to maintain the conformity of the DIGITAL GOODS during the aforementioned period.

The legal warranty of conformity entitles the consumer to repair or replace the DIGITAL PRODUCT within thirty (30) days of his request, free of charge and without any major inconvenience for him.

Any DIGITAL PRODUCT repaired during the legal warranty period will benefit from a six (6) month extension of the initial warranty. Replacement of a DIGITAL GOOD involves renewal of the legal warranty of conformity for a period of two years from the date of replacement.

The consumer may obtain a price reduction by keeping the DIGITAL GOOD, or he may terminate the contract by obtaining a full refund in return for renouncing the digital content or digital service, if :

- 1° The professional refuses to bring the digital content or service into conformity;
- 2° The compliance of the digital content or service is delayed beyond the aforementioned thirty (30) days;
- 3° The digital content or digital service cannot be brought into conformity at no cost to the consumer;
- 4° Bringing the digital content or service into conformity causes major inconvenience to the consumer;
- 5° The non-conformity of the digital content or service persists despite the professional's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or to rescission of the CONTRACT OF SALE when the lack of conformity is so serious as to justify immediate price reduction or rescission of the contract. In such cases, the consumer is not obliged to request that the digital content or service be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer is only entitled to cancel the SALE CONTRACT if the CONTRACT does not provide for the payment of a price.

Any period during which the DIGITAL GOOD is unavailable to be brought back into conformity suspends the warranty which was still in effect until the DIGITAL GOOD was supplied in conformity again.

These rights result from the application of articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

Any professional who obstructs the implementation of the legal conformity guarantee in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 242-18-1 of the French Consumer Code).

Consumers are also covered by the legal warranty for hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price reduction if the NFT is retained, or to a full refund in exchange for the return of the NFT.

No warranties other than those of conformity and latent defects are provided for in these GCS.