

GENERAL CONDITIONS OF USE OF THE KREYPT MUSIC WEBSITE

The purpose of the present general conditions of use (GCU) is to define the conditions under which KREYPT, a simplified joint stock company with Siret number 95220657100012, located in Saint Jean de Védas (hereinafter referred to as "KREYPT") provides access to its website to any person wishing to consult it or open a user account (hereinafter referred to as the "User").

In accordance with current regulations, these GTC are published on the KREYPT MUSIC WEBSITE at the following link: <https://www.kreyptmusic.com/>
The opening of a user account implies the User's acceptance of these GCU.

ARTICLE 1- DEFINITIONS

In the body of the GCU, each of the following terms shall have the meaning given by its definition.

Database

Catalog of KREYPT MUSIC products including KREYPT's MINTY TUNES Words and Phrases, arranged in a systematic or methodical manner, and individually accessible by electronic or any other means, as published on the KREYPT website, as well as its Updates if any.

User Account: refers to both (i) the access rights granted to the User in relation to the Database, and (ii) the information and administrative details specific to each User entered directly by the latter when requesting to open a User Account.

Personal Data: have the meaning ascribed to them by Regulation (EU 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the rules relating to the free movement of such data (hereinafter the "RGPD") and by Law No. 78-17 of 6 January 1978 on data processing, files and freedoms, as amended (together with the RGPD, the "Regulations").

Identifiers: refers to the username and password that each USER creates after clicking on the initial connection link, which are personal and non-disclosable.

Confidential Information: information, communications and data of any kind (in particular technical, scientific, economic, financial, commercial, accounting,...etc), in any form (in particular experimental and test data, specifications, know-how/business secrets within the meaning of Law N°2018-670 of 30.07.2018, software and programs) and on any medium whatsoever (including, without limitation, oral, written, electronic or fixed communications on any medium whatsoever), belonging to KREYPT and of which the User is made aware in the context of his access to the Website.

Updates

Database updates; The User is informed of updates by any written means, including e-mail.

Phrases MINTY TUNES

Kreypt's literary proposal for the publication of a musical work recorded on a blockchain.

User phrase :

Literary proposal issued by the User, customer of a KREYPT product or service, with a view to publishing a non-fungible digital token (NFT) encapsulating the musical work edited from the User Phrase.

Website :

Visit the KREYPT website at <https://www.kreyptmusic.com/>

User

- (i) Any Internet user consulting the KREYPT website
- (ii) The natural person requesting the opening of a User account with KREYPT.
- (iii) and where the natural person is otherwise legally attached to a legal entity, also designates the entity in question.

ARTICLE 2 - ACCESS TO THE WEBSITE

Access to the Site does not require the creation of a User Account. Any User may access the Site without creating an account.

However, as soon as the User wants to place an order with KREYPT, he will have to open a User Account and log in with his electronic/digital wallet allowing him to buy, store and make transactions

using virtual currencies (cryptocurrencies), as described in KREYPT's general terms and conditions of sale.

Costs associated with access to the Site, such as but not limited to hardware, software or Internet access, are the sole responsibility of the User. The User is solely responsible for the proper functioning of his/her computer equipment and Internet access. KREYPT cannot be held responsible for the proper functioning of the User's computer equipment and Internet access.

The website is accessible 24 hours a day, 7 days a week, except in the event of maintenance.

Due to the nature and complexity of the Internet network and, in particular, its technical performance and response times for consulting, querying or transferring information data, KREYPT makes its best efforts to enable access to and use of the website and the services offered. KREYPT cannot guarantee absolute accessibility or availability of the Site.

ARTICLE 3 - OPENING A USER ACCOUNT

For the time being, the site does not include the concept of a "User Account". Users may contact KREYPT at any time to request special management or return of their files. files .

ARTICLE 4 - INTELLECTUAL PROPERTY

It is expressly agreed that the Database is and remains the property of KREYPT, which holds both the copyright and the "sui generis" right of the database producer, for the entire world and the related legal protection periods.

Without prejudice to the foregoing, in addition to the sui generis right of the database producer, KREYPT products, including PHRASES NFT MINTY TUNES, may be original in nature and therefore protected by copyright.

In addition, access to the Database by opening a User Account cannot be considered as an act of distribution to the public, the User Account being strictly reserved for the User to place an order for Kreypt products and services. Consequently, as the

Database also reflects know-how specific to musical construction, it is also protected information within the meaning of Articles L 151-1 et seq. of the French Commercial Code, of which KREYPT is the legitimate holder.

Consequently, the User agrees not to :

- Implement any reverse engineering process, i.e. observe, study, disassemble or test the Database,
- Make substantial extractions and use the Database to create or enable the creation of another database or service with the same purpose.

In particular, any reproduction, even as a private copy of the Database, is strictly forbidden, given the electronic nature of the Database.

The User may not, by virtue of his access to the Database which is open to him, take advantage of any assignment or prior right of possession, as defined by the French Intellectual Property Code, on this asset owned by KREYPT.

The User therefore undertakes not to make any commercial use of the Database or to communicate it, in whole or in part, to any third party whatsoever, whether in return for payment or free of charge.

ARTICLE 5 - LIABILITY/WARRANTIES

The User remains responsible for the User Phrase proposal and the suitability of either the MINTY TUNES Phrase or the User Phrase chosen by the User for the use the User wishes to make of it.

The User will therefore indemnify KREYPT against all consequences, including financial consequences, of any third party action against KREYPT as a result of the User and/or the use and purposes that the User makes or has made of the User Phrase or the MINTY TUNES Phrase.

KREYPT reserves the right to make updates to its Database, of which the User may be informed by e-mail notification sent to the contact address used to open the User Account. Similarly, KREYPT reserves the right to remove any unreserved MINTY TUNES Phrases or to stop updates that no longer comply with KREYPT's objectives.

ARTICLE 6- CONFIDENTIALITY

The User undertakes, for the entire duration of his User Account and without limitation of time after its expiry, to maintain the utmost confidentiality, refraining from disclosing, directly or indirectly, any Confidential Information to which he may have had access through the use of his User Account.

ARTICLE 7 - PERSONAL DATA

The personal data collected from the User is processed by KREYPT.

They are recorded in the User's file and are essential for processing the User's access rights to his or her User Account and, if the User places an order, for managing and tracking said order.

They will be kept for the execution of access rights and for the duration of the legal liability limitation period once access rights have been terminated.

The data controller is KREYPT. Access to personal data will be strictly limited:

- employees of the data controller, authorized to process them by virtue of their functions,
- and to KREYPT's information system maintenance provider.

Users are informed that their personal data is hosted on a private server located in the European Union.

The personal data collected are :

- those requested when the User Account is opened (identity, login, existence of a wallet for NFT),
 - bank details for payment of each order,
 - order history,
 - the digital fingerprint and certificate of authenticity for each NFT,
- the IP address, browsing flows, number of connections to the User Account and automatic informational messages such as information on the activation of the User Account, the availability of the NFT musical, notifications of Updates, consulted by the User

Personal data will not be transferred outside the EU.

KREYPT undertakes to implement appropriate technical and organizational measures to preserve the integrity and confidentiality of the User's personal data.

In accordance with applicable regulations, the User has a right to information, a right of access, rectification, deletion, limitation and portability of data concerning him or her, as well as the right to object to processing for a legitimate reason. These rights may be exercised by contacting the data controller at the following e-mail address: contact@kreyptmusic.com, accompanied by proof of identity.

The User is also informed of the possibility of lodging a complaint with the Commission Nationale de l'Informatique et des Libertés.

ARTICLE 8 - COOKIES

The USER is informed that each connection to his User Account is traced by KREYPT, for the sole purpose of providing the associated access rights and any Updates, if any, issued.

In accordance with CNIL guidelines and recommendations on the subject, the User is hereby informed that these tracers are intended for the sole purpose of ensuring the continuity of User Account access rights and any updates.

ARTICLE 9 - TERMINATION OF USER ACCOUNT ACCESS

KREYPT reserves the right to unilaterally and automatically terminate the data concerning the User and any commitment arising therefrom, without prejudice to any damages, in the following cases:

- Infringement of the confidentiality of the Database, infringement of KREYPT's intellectual property rights and/or in the event of unfair competition by or on the part of the User,
- Damage to the image and reputation of KREYPT caused by the User,
- Damage to the integrity of KREYPT's information system caused by the User.

ARTICLE 10- REVISION OF THE CGU

KREYPT reserves the right to modify its GCU, in particular for the implementation of legal provisions, at any time during the execution of access rights. The User will then be invited to accept them, using the same acceptance mechanism as when he first connected to his User Account. Any refusal of the revised GCU will result in the immediate termination of access rights (and therefore of the User Account), without KREYPT being entitled to any compensation as a result.

ARTICLE 11- FORCE MAJEURE

KREYPT may not be held liable if the non-performance or delay in the performance of any of its obligations as described herein results from a case of force majeure, within the meaning of article 1218 of the Civil Code as (i) defined by the most recent case law of the French courts or (ii) meeting the following events ("Force Majeure"):

- EARTHQUAKES;
- the fire ;
- social conflicts ;
- transport strikes ;
- the storm;
- FLOODING;
- blocking telecommunications.

KREYPT's obligations will then be suspended for a period of thirty (30) consecutive days, renewable once (1).

The suspension of obligations justified by an event of Force Majeure 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 late penalties.

If the impediment is definitive or persists beyond sixty (60) calendar days, both KREYPT and the User may then terminate the User account and access rights by operation of law, without notice and without any other formality than notification of the termination by any written means permitting acknowledgement of receipt, such as an e-mail, without compensation on either side.

ARTICLE 12. EVIDENTIARY AGREEMENT

The computerized records kept by KREYPT are proof of the transmissions and processing carried out. It is the responsibility of KREYPT to keep these records in conditions that guarantee the security and integrity of the data.

ARTICLE 13 - MEDIATION CLAUSE

Any disputes that may arise concerning the validity, interpretation, performance or non-performance of the GCU will be submitted, prior to any legal or arbitration action on the merits, to mediation by a mediation center or a mutually agreed mediator. If no agreement is reached on the appointment of a mediator within fifteen (15) days of the dispute's occurrence, the Montpellier court will be called upon to proceed.

When the User is a consumer within the meaning of the law, either consulting the KREYPT website or opening a User Account, for non-professional purposes, we offer a consumer mediation scheme. The mediation body selected is: CNPM MÉDIATION CONSOMMATION.

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

The User 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 can be accessed, in particular, via the following link on the French government website "service-public.fr": <https://www.service-public.fr/particuliers/vosdroits/R48100>.

ARTICLE 14 - DISPUTES

IN THE EVENT OF TOTAL OR PARTIAL FAILURE OF THE AFOREMENTIONED MEDIATION PROCESS, ALL DISPUTES RELATING TO THE CGU, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES AND CONSEQUENCES SHALL BE SUBMITTED TO THE COMPETENT COURTS OF THE MONTPELLIER COURT OF APPEAL.

ARTICLE 15 - LANGUAGE OF THE CONTRACT - APPLICABLE LAW

It is expressly agreed that the GCU and the service transactions arising therefrom are governed by French law.

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

ARTICLE 16 - USER ACCEPTANCE

These GCU are expressly approved and accepted by the User, who declares and acknowledges full knowledge thereof, and thereby waives the right to rely on any other legal instrument of their own. ■