

TERMS AND CONDITIONS

Welcome to MintUp (“MintUp,” “we,” “us”, or “our”). Please read these Terms and Conditions (the “Terms”) and our Privacy Policy (“Privacy Policy”) carefully because they govern your use of the website and interface located at [<https://mintup.io/>] offered by MintUp. These Terms and Conditions govern your access to and use of the MintUp website(s), our APIs, mobile app, and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and create NFTs and use our tools, at your own discretion, to purchase, sell, or transfer NFTs on public blockchains. “NFT” in these Terms means a non-fungible token or similar digital item implemented on a blockchain (such as the Avalanche or Ethereum blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

For purposes of these Terms, “User”, “you”, and “your” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

MintUp is a platform and is not a wallet provider, exchange, broker, financial institution, money services business, or creditor. To use our Services, you must use a third-party wallet which allows you to engage in transactions on Blockchains.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Services.

Users can save and print these Terms and Conditions, by using the standard functions of their browser or computer.

These Terms and Conditions constitute a legally binding agreement between you and MintUp.

1. Definitions

The terms defined below shall have the following meanings between the parties:

- “NFT”: refers to the digital image of the original NFT (which could be either a physical NFT, or a digital NFT), available within the Services;
- “Blockchain”: refers to a technology for storing and transmitting information that is transparent, secure, and operates without a central control body.
- “Buyer”: refers to the User acquiring an NFT on the Platform;

- “Cryptocurrency”: refers to any digital asset designed to work as a medium of exchange and accepted in payment throughout the Services;
- “INO”: refers to the Initial NFT Offering where users chose to link the NFT collection to their goods or services with their specific “purchase terms” or not.
- “NFT”: refers to the Non-Fungible Token which represents on blockchain the NFT and certifies that each NFT is unique and not interchangeable;
- “NFT collection”: refers to the set of digital images of a single collection of original NFTs (which can be either physical NFTs or digital NFTs), available in the services;
- “NFT event”: refers to the creation of an NFT collection or an INO event
- “Seller”: refers to MintUp or each User offering to sell its NFT on the Platform;
- “Services”: refers to the services accessible on mintup.io to all Users having a User Account;
- “User”: refers to any natural person using the Services or visiting the Platform;
- “User Account”: designates a private virtual space that the User may have on the Website and which can be accessed by means of a login and password combination;
- “User Profile”: refers to the profile of a User that has a User Account, and which can be seen by other Users;
- “Positive Double Click”: refers to the electronic formulation of acceptance. The first click marks the Buyer's agreement and a second click marks the confirmation of the Buyer's agreement;
- “Platform”: refers to the dedicated section accessible at the URL mintup.io to buy, sell or create NFTs.
- “TCS”: refers to these Terms and Conditions;
- “Personal Data”: designates all data that directly or indirectly identifies a natural person;
- “Purchaser”: refers to the User acquiring an NFT on the Platform;
- “Wallet”: refers to an electronic wallet, which allows you to purchase, store, and engage in transactions using virtual currency;
- “Website”: refers to the website accessible at the URL mintup.io.

2. Subject

2.1 The purpose of these TCS is to define the terms and conditions of use and/or sale of the Website, and notably to define under which conditions you may acquire and sell NFTs. Our Services facilitate interactions with the Protocols and Blockchains to allow individuals to purchase and sell NFTs. Our interface enables users to interact with the Protocols and Blockchains. Our Services also allows users to create and deploy NFTs.

2.2 These TCS apply, without restriction or reservation, to any use of the Services, and are enforceable as soon as they are agreed by you. Such consent shall be given prior to buying and/or selling NFTs on the Platform.

2.3 We reserve the right to adapt and/or modify these TCS at any time. The new version of the TCS shall then apply to any purchase or sale made after they have been posted online. Consequently, the User is invited to read the applicable version of the TCS before purchasing and/or selling an NFT.

In any event, the version of the TCS applicable to the Buyer/Seller is the one agreed by the User at the time of the validation of their purchase/sale. The online documents agreed shall take precedence over all paper or electronic versions of earlier dates.

These TCS are permanently accessible on the Website via the "Terms and Conditions" section and will prevail over any other version or any contradictory document.

2.4 The Website may contain links and/or content from third-party websites and/or resources. Such third-party websites and/or resources may be subject to different terms and conditions and privacy practices. MintUp is not responsible nor liable for the availability and/or accuracy of such third-party websites. Links to such third-party websites cannot be construed as an endorsement by MintUp of such third-party websites.

2.5 Any information relating to any NFT or object is provided in good faith by MintUp and its partner institutions and best endeavors have been made to ensure accuracy at the time of publishing on this site. However, we reserve the right to change such information at any time. We and/or our partners will not be liable for any loss or inconvenience that results from the supply of any information that proves to be inaccurate or incorrect either due to error or to further research proving such inaccuracies.

3. Access to the Website and creation of an account

3.1 Access to the Website

3.1.1 Access to the Website is free for any User with internet access. The cost related to the access to the Website, whether hardware, software or internet access cost, are exclusively at the User's expense.

The User is solely responsible for the proper functioning of your computer equipment and your access to internet. MintUp cannot be held responsible for the proper functioning of the User's computer equipment and your access to internet.

3.1.2 The Website is accessible 24h a day and 7 days a week, except during maintenance upgrades.

3.1.3 Due to the nature and the complexity of the internet network and, in particular, its technical performance and response time for consulting, querying or transferring information data, MintUp makes its best efforts to allow access to and use of the Website and the Services offered. MintUp cannot guarantee an absolute accessibility or availability of the Website.

3.1.4 We reserve the right, without notice or compensation, to temporally close the Website or access to one or more Services, in particular to carry out an update, maintenance operations, modifications or changes to operational methods, servers and hours of accessibility, without this list being exhaustive.

We reserve the discretionary right to complete, delete or modify, at any time, the Website and the Services available on it.

3.1.5 We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use MintUp through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.

3.2 Creation of a User Account

3.2.1 Access to the Website is not conditional on the creation of a User Account. Any User can thus visit the Platform without creating a User Account. But the creation of a User Account is necessary to enjoy the Services offered by MintUp, i.e. to buy or to create any NFT event.

3.2.2 Any User can create a User Account on the Website by:

- Providing the address of its Wallet or creating a Wallet via a third-party platform;
- Providing its username and a valid e-mail address.

All data collected is processed in accordance with Article 5 "Personal Data" of these TCS and the Privacy Policy of MintUp.

3.2.3 As on many web3 platforms, your blockchain address functions as your identity on MintUp. Accordingly, you will need a blockchain address and a third-party Wallet to access the Services. Your Account on the service will be associated with your blockchain address; however, if you want to add some flair to your MintUp persona, you can add additional information, such as a profile picture, to your Account.

Your Account on MintUp will be associated with your linked blockchain address and display the NFTs for that blockchain address (and, if applicable, any content associated with such NFTs). By using your Wallet in connection with the Services, you agree that you are using that Wallet under the terms and conditions of the applicable provider of the Wallet. Wallets are not operated by, maintained by, or affiliated with MintUp, and MintUp does not have custody or control over the contents of your Wallet and has no ability to retrieve or transfer its contents. MintUp accepts no responsibility for, or liability to you, in connection with your use of a Wallet and makes no representations or warranties regarding how the Services will operate with any specific Wallet. You are solely responsible for keeping your Wallet secure and you should never share your Wallet credentials or seed phrase with anyone. If you discover an issue related to your Wallet, please contact your Wallet provider. Likewise, you are solely responsible for your Account and any associated Wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or Wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Services or your Account.

In order to secure your wallet and be able to store Digital Assets, you must utilize a Private Key. You are also required to ensure the safety of your Private Key.

3.2.4 You may choose to make your first name and surname available to other Users or not. If you choose not to make your first name and surname available to other Users, your User Profile available to other Users will only display your username.

NFT owned by a User will be visible from its User Profile to other Users, with the information described in article 4.1.2.

3.2.5 You undertake that all information provided for the purpose of registration are accurate and current.

You acknowledge that any erroneous information, provided whether knowingly or unknowingly, may lead to liability action against you with a view to obtaining compensation for any prejudice suffered.

In addition, any usurpation of identity may give rise to a criminal prosecution in accordance with the provisions of Article L.226-4-1 of the French Penal Code, which states that "Usurping the identity of a third-party or making use of one or more data of any kind allowing identification in order to disturb his or her peace or that of others, or to harm his or her honor or reputation, shall be punishable by one year's imprisonment and a fine of €15,000. This offence is punishable by the same penalties when it is committed on a network of communication to the public online".

3.2.6 You are solely responsible for securing your own data, wallet and undertake to take any necessary measure to ensure the confidentiality of your username and password, in particular by changing your password regularly. You undertake to change your password without delay in the event of voluntary or involuntary disclosure to third parties, or in the event of lost or forgotten password.

You must inform MintUp as soon as possible in the event of unauthorized use of your User Account.

Any use of the User Account is presumed to be made in the name and on behalf of the User. MintUp cannot be held liable in the event of fraudulent or abusive use or due to voluntary or involuntary disclosure of the identifiers and/or passwords of a User.

3.2.7 You may request the deletion of your User Account at any time, under the conditions set out on the Website, or by sending a request to support@mintup.io.

3.2.8 In the event of a breach of any of the obligation incumbent upon you under these TCS, MintUp reserves the right, without compensation and without notice, to suspend access to all or part of your User Account until the cause of the suspension has disappeared, or even to delete your User Account regarding the seriousness of the breach. You accept and acknowledge that MintUp cannot be held liable against you or against a third parties for the consequences of the suspension or deletion of your User Account.

3.2.9 Any User Account that is not used for a period of two (2) years will be automatically deleted.

3.2.10 The deletion of a User Account, whether at the initiative of the User or at the initiative of MintUp, automatically and irreversibly leads to the deletion of all its data. The User Account will not be accessible anymore on the Website, it being specified that the Website will continue to display the NFTs owned by the former User.

The deletion of the User Account has no impact on the ability of the former User to access to its Wallet, from which she/he can access to your NFTs.

Accounting documents and supporting documentation may be kept by us, in accordance with the applicable provisions, in order to enable us to meet our legal and regulatory obligations in this matter.

4. Description of the Services

4.1 Transactions are conducted on the Blockchain.

MintUp offers a platform for NFTs, it does not buy, sell or take custody or possession of any NFTs, nor does it act as an agent or custodian for any user of the Services. Instead, each NFT that is listed for sale will be deposited into a blockchain-based smart contract deployed directly by the User. Each such NFT is released automatically upon consummation of its sale through the relevant Blockchain network. If you elect to mint, buy, or sell any NFTs, any transactions that you engage in will be conducted solely through the relevant Blockchain network governing such NFT. You will be required to make or receive payments exclusively through the cryptocurrency wallet you have connected to the MintUp platform. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. Accordingly, we will have no liability to you or to any third-party for any claims or damages that may arise as a result of any transactions that you engage in via the Service. There may be royalties associated with the secondary sale of any NFT. You acknowledge and agree that the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network's nonfungible token standard and MintUp does not have any control or ability to direct such funds or the obligation to collect such fees.

4.2 Terms Applicable to Purchasers and Sellers.

If you are using the Services to purchase NFTs, you are a "Purchaser," and if you are using the Services to sell NFTs, you are a "Seller." If you are either a Purchaser or Seller, you agree to the following additional terms:

4.2.1 Purchase Terms. Although the terms of sale for an NFT are displayed on the MintUp platform, all such terms are determined by the Purchasers and Sellers and the sale and purchase of NFTs are subject to such (e.g., with respect to the use of the NFT Content, as defined below in Section 4.3.2 or benefits associated with a given NFT) ("Purchase Terms"), including, but not limited to, the price to be paid for such NFT. MintUp is not a party to any such Purchase Terms, which are solely between the Purchaser and the Seller and is not responsible for ensuring compliance with such terms or mediating or resolving any disputes with respect to such Purchase Terms, including, but not limited to, any disputes arising out of or related to the authenticity of the NFT or any intellectual property rights associated with such NFT. The Purchaser and Seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms, and for resolving any disputes arising from any breach of any Purchase Terms. Seller must comply with and fulfill the Purchase Terms with respect to any NFTs that it sells. When you purchase an NFT through the Services, you own all personal property rights to the electronic record that comprises the NFT (i.e., the right to sell or otherwise dispose of that NFT). Unless expressly specified in the Purchase Terms, such rights, however, do not include the ownership of the intellectual property rights in any NFT Content. Rather, unless specified otherwise in the purchase terms, you have a license to use the NFT Content solely for the following purposes: (1) for Purchaser's own personal, noncommercial use; (2) attempts to sell or otherwise dispose of the NFT consistent with the ownership of it; and (3) as part of a third-party offering compatible with the purchased NFT in the normal course of the permitted end-use of such offering.

4.2.2 Costs and Fees. Creation or Transactions on the MintUp platform may be subject to fees that MintUp collects to support the NFT creators and MintUp Platform, as posted on the Site or otherwise set forth in these Terms. "Revenue" means the gross amount paid by the Purchaser

of a sale of your NFT on the MintUp platform. You further agree to pay all other applicable fees, including Gas Fees and hosting fees, and you authorize MintUp to automatically charge you for any such fees or deduct such fees (including the Transaction Fee) directly from your amounts paid by the Purchaser. The payments made to Creators do not include any Taxes (as defined below), and MintUp shall have no responsibility for payment of such Taxes regardless of the taxing authority. Each party shall be responsible for all Taxes imposed on its income or property. Purchasers will be responsible for paying all such fees. In addition, interactions with the Blockchain may also result in transaction fees or Gas Fees (as defined below) imposed by the Blockchain, which are also solely your responsibility. “Gas fees” mean the fees that fund the network of computers that run the decentralized blockchain network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the blockchain network.

4.2.3 Revenue Share and Fees (refer to pricing section on mintup.io). If you are a Seller, you will receive Revenue less the Transaction Fee for each initial sale of your NFT on the MintUp platform. “Transaction Fee” means the percentage of the Revenue generated from the initial sale of your NFT that is listed on the listing interface, as agreed by You, when determining to list your NFT for sale. The Transaction Fee may be, but is not required to be, the sale percentage for all sales of NFT and may be changed from time to time prior to being agreed to on the listing interface with respect to.

4.3 Terms Applicable to Creators. If you are using the Services to create and deploy, you are a “Creator” and agree to the following additional terms:

4.3.1 Royalties. If you are a Creator, in each sale by other Sellers following your initial sale of your NFT, you may receive the percentage of Revenue with respect to each such sale set forth in the applicable field of the NFT at the time of creation (“Creator Royalty Fee”).

4.3.2 NFT Content. As between MintUp and you, you shall continue to exclusively own all right, title and interest in and to the digital art embodied in the NFTs and any name, likeness, image, signature, voice and other identifiable characteristics included in the digital art embodied in the NFTs, creative assets you provide to MintUp, and your name, logos and trademarks, and all intellectual property rights in the foregoing (collectively, the “NFT Content”). Notwithstanding the foregoing, you grant to MintUp a perpetual, irrevocable, worldwide, nonexclusive, royalty-free, fully paid-up, license, with the right to sublicense through multiple tiers, to use NFT Content for the purpose of performing MintUp’s obligations under these Terms, including hosting the NFT Content and listing, marketing and facilitating the sale of the NFTs, and marketing or promoting the Services.

4.4 Creator Obligations and Perks. You shall obtain all rights to the NFT Content in connection with the use thereof by MintUp as contemplated in these Terms, and the awarding and administration of the benefits that you sell or list in connection with the sale of your NFT, as applicable, including, but not limited to: (i) clearing and obtaining any rights in connection with the NFT Content, including any music performance rights and payment of royalties to any performing rights organizations; (ii) acquiring any services or materials needed in connection with the NFTs and benefits offered to Purchasers; and (iii) the costs and compliance for the benefits, including as specified in the Purchase Terms.

4.5 Warranties. You represent and warrant that (i) you have the full right, power and authority to grant the rights granted or agreed to be granted hereunder, including, but not limited to, fully cleared permissions, consents, rights and licenses to the NFT Content in these Terms;

(ii) the NFT Content, the NFTs, and the listing and sale contemplated by these Terms, complies with all, and do not and will not violate any applicable law, statute, rule, or regulation, will perform in accordance with the intended specifications and without material error, and will be delivered free and clear of any claims, liens or rights of third parties; (iii) the NFT Content and MintUp's use thereof in accordance with these Terms does not and will not infringe any intellectual property rights of any third-party or any right of privacy or publicity, or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any third-party; (iv) you will fulfill your obligations under any terms with a Purchaser of the NFTs, as applicable; (v) any advertising or promotion of the NFTs by you or on your behalf will not constitute false, deceptive or unfair advertising or disparagement under any applicable laws and will not suggest a likely increase in value of the NFTs; and (vi) you will not use the proceeds retained from sales of the NFT, whether through the MintUp Platform or any other platform for capital raising purposes.

4.6 Third-party Content and Services. As a peer-to-peer web3 service, MintUp helps you explore NFTs created by third parties and interact with different blockchains. MintUp does not make any representations or warranties about this third-party content visible through our Service, including any content associated with NFTs displayed on the Service, and you bear responsibility for verifying the legitimacy, authenticity, and legality of NFTs that you purchase from third-party sellers. We also cannot guarantee that any NFTs visible on MintUp will always remain visible and/or available to be bought, sold, or transferred.

NFTs may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT ("Purchase Terms"). For example, when you click to get more details about any of the NFT event visible on MintUp, you may notice a third-party link to the creator's website. Such website may include Purchase Terms governing the use of the NFT that you will be required to comply with. MintUp is not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms.

The Service may also contain links or functionality to access or use third-party websites ("Third-party Websites") and applications ("Third-party Applications"), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties ("Third-party Materials"). When you click on a link to, or access and use, a Third-party Website or Third-party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-party Websites, Third-party Applications, and Third-party Materials are not under the control of MintUp, and may be "open" applications for which no recourse is possible. MintUp is not responsible or liable for any Third-party Websites, Third-party Applications, and Third-party Materials. MintUp provides links to these Third-party Websites and Third-party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-party Websites or Third-party Applications, or their products or services or associated Third-party Materials. You use all links in Third-party Websites, Third-party Applications, and Third-party Materials at your own risk. MintUp shall not be liable for any Losses caused by your use of such third-party products and services on Third-party Websites and Third-party Applications. MintUp and each Third-party Website and Third-party Application are independent legal entities, and these MintUp Terms shall not constitute any form of agency, partnership or cooperative relationship between the parties. MintUp and each Third-party Website and Third-party Application shall

be responsible for their respective claims, debts and disputes arising from the performance of their respective contracts and agreements. **MintUp is merely the service provider and has no influence or control of the content of Third-party Platforms or websites that reside on the MintUp Platform or Website, and the operators of these Third-party Platforms or websites are solely responsible for their content.**

4.7 Creation of an INO or NFT collection

4.7.1 Each INO or NFT collection available for purchase on the Platform is created and initially made available by (i) MintUp or (ii) by a User, with the prior authorization of MintUp.

In order to create an INO or NFT collection on the Platform, the User must access the “Create” section available from the homepage and accept these TCS.

Each INO or NFT collection placed on sale by us is created and initially placed for sale with the prior authorization of the rights holders. These agreements signed between us and the rights holders allow us to issue NFTs.

4.7.2 Each INO or NFT collection are displayed on the Platform with a description of it.

4.8 Placing an INO or NFT collection on sale / Purchase of an NFT during an INO or NFT collection event

4.8.1 Each User may:

- place its NFT event for sale on the Platform. In such case, the User must:
 - log in to its User Account;
 - click on the “create” button on the MintUp website homepage;
 - choose between “NFT Collection” or “Initial NFT Offering”
 - Describe its NFT event
 - Select a blockchain and different insights regarding the NFT sale.
 - Set a selling price of the NFT sale according to the method described in article 4.8.2;
 - Click on the “Submit” then “Launch” button once validated.
- issue purchase for NFTs offered for sale on the Platform, either by MintUp or by other Users. In order to make purchase, the User must:
 - first create and log in to its User Account;
 - enter the NFT event he/she want to join;
 - indicate the number of NFT for its purchase;
 - confirm its purchase by clicking on the “Fund” button and select to use a credit card with a Third-Party provider or a direct buy with token and its wallet.

4.8.2 The price of each NFT can be determined according to the following method:

- fixed price: the Seller sets the selling price of its NFT event.

4.8.3 The User will become the Buyer of the NFT if:

- fixed price: the User pays the selling price set by the Seller
- its address is authorized to participate in the NFT sale.

4.8.4 If the NFT is offered for sale by a User, we collect a transaction fee of 3% of the sale price of the NFT to cover our operating costs, and royalties for right holders amounting from 0 to 15% of the sale price of the NFT.

- The User can pay an NFT by the following means of payment:
- Traditional currency: CB, Visa and Mastercard, via Crossmint.

We will provide you with a secure online payment service, in order to guarantee the security of payments made on the Website and to fight against fraud. This secure online payment service enables you to pay for your order on the secure website of a bank. You are directly redirected to the bank's website at the time of payment of the Order and you will then be directly redirected to the website once payment has been made;

- Cryptocurrency: AVAX, ETH, BNB, MATIC and USDC are the only Cryptocurrencies allowed in the platform. The payments are made via your wallet.

If you have acquired an NFT sold by MintUp on the platform, you may request an invoice by sending an email to the following address: contact@mintup.io.

4.8.5 The following procedure, which respects the Positive Double Click requirement and implies the acceptance of these TCS, has to be followed to place an order on the Platform:

If the NFT is on sale for a fixed price:

1. selection of an NFT event on the Platform;
2. clicking on “Fund” to validate the selected NFT;
3. summary of the order in the form of a quotation. During this stage, the User may check the details of the order, the description of the NFT, and its total price;
4. confirmation of the acceptance of the order;
5. payment of the order by the means provided for in Article 4.8.4.

An order shall be finalized only after acceptance of payment. Any rejection of payment shall prevent the order from being finalized. In the absence of a payment, MintUp or the Seller shall then be under no obligation to sell the NFT to the User and may sell it to another User.

5. Personal Data

5.1 We are required to collect some Users’ Personal Data, by any means and, in particular, during the User account creation. As such, we are responsible for processing within the meaning of EU Regulation 2016/679 on the protection of Personal Data.

5.2 The communication of the Personal Data requested by the Services by Users is strictly necessary for the services performance. Therefore, its communication is essential for the fulfillment of the parties’ contractual obligations. Consequently, without the requested information communication, we will not be able to establish contractual relations with you.

5.3 You agree that your Personal Data will be transmitted by us to other Users or, if needed, to their representatives, for the sole purpose of enabling the Services performance and under the provided conditions for herein.

5.4 The Personal Data collected by the Services shall be stored for the time necessary to fulfill the Parties contractual obligations.

5.5 The Services implement appropriate technical and organizational measures to ensure the security of Personal Data collected from its Users. However, in case of doubt by the User on the security of the protection of his Personal Data and in particular, on the security of his personal account, the User agrees to expose his situation to MintUp as soon as possible.

5.6 You have the right to access, rectify and delete your Personal Data. Anyone may also, for legitimate reasons, oppose the processing of their data. You may exercise these rights at any time by sending their request to the following email address: contact@mintup.io.

6. User's liability

6.1 You shall abide by any obligation imposed upon you by these TCS. You undertake to use the Website, the Platform and the Services only in accordance with the TCS. You undertake that you will not use the Website, the Platform, and/or the Services fraudulently. You assume full responsibility for any breach of the TCS. In case of breach of the TCS by you, you are informed that your User Account may be suspended or deleted, without prior notice or compensation.

6.2 You are solely responsible for the data, files and other content that you enter into the Website and in the course of using the Services. In particular, you are responsible for the accuracy and legality of such data, files and other contents.

6.3 You shall remain personally and fully responsible for all legal obligation incumbent on you, in particular in relation to tax and social security obligations.

6.4 You are fully responsible for maintaining the confidentiality of your password. We will not be liable for any unauthorized access to a User Account resulting from the loss or theft of a password.

7. MintUp's liability

7.1 We undertake to provide our best efforts to ensure the Services. We are subject to the limitations and characteristics of telecommunications networks and services, and therefore cannot be held responsible for any malfunction or interruption of the Services due to the coverage of the Internet or mobile phone networks, regardless of the duration or cause. However, we will use its best efforts to try to resolve such difficulties as soon as possible.

7.2 MintUp shall not be held liable for:

- the deletion of any Services at its sole discretion, or for any change in legislation which renders the Services unavailable in whole or in part;
- breakdowns or malfunctions of the Website, Platform and/or the Services;
- any illegal use of the Website, Platform and/or Services by a User;
- a malfunction or a cyberattack;
- any event linked to data entered by a User or a setting made by a User.

7.3 In any case, and in the event of failure of the Services, we shall only be responsible for direct and reasonably foreseeable damage, unless otherwise provided by law or regulation.

8. User Conduct

Openness is one of our most prized values, and we're committed to providing people from all walks of life and varying experience levels with web3 with a colorful lens into different blockchains. However, to protect our community and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include: removing the ability to view certain NFTs on the Service or use our Service to interact with the NFTs; disabling the ability to use the Service in conjunction with buying/selling/transferring NFTs available on blockchains; disabling your ability to access our Service; and/or other actions.

You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

- Use or attempt to use another user's Account without authorization from such user;
- Pose as another person or entity, or use a wallet to engage in a transaction on MintUp that is owned or controlled, in whole or in part, by any other person;
- Claim a MintUp username for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in name squatting;
- Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;
- Distribute spam, including through sending unwanted NFTs to other users;
- Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to MintUp;
- Use our Service for commercial purposes inconsistent with these Terms or any other instructions;
- Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- Sell or resell the Service or attempt to circumvent any MintUp fee systems;
- Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that MintUp might use to sort search results;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);

- Use the Service for or in connection with money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that applies to you or to MintUp;
- Use the Service, directly or indirectly, for, on behalf of, or for the benefit of, (a) any natural or legal person that is the subject of Sanctions; (b) any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; or (c) any legal person owned or controlled, directly or indirectly, by any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction.
- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;
- Use the Service to create, sell, or buy NFTs or other items that give owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- Infringe or violate the intellectual property rights or any other rights of others;
- Create or display illegal content, such as content that may involve child sexual exploitation;
- Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual;
- Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

We allow users to post NSFW content, but that content and other associated material is subject to being marked NSFW and may be handled differently than non-NSFW content in navigation menus and search results.

Finally, by using the Service, you understand the importance of DYOR – doing your own research. You bear full responsibility for verifying the authenticity, legitimacy, identity, and other details about any NFT, collection, or account that you view or otherwise interact with in conjunction with our Service. We make no guarantees or promises about the identity, legitimacy, or authenticity of any NFT, collection, or account on the Service.

9. Tax and social security obligations

The User is solely responsible for declaring the income from its Sales of the NFTs to the competent Tax and Social Security Administration. The User is informed that receiving Cryptocurrency in return for the sale of its NFT is likely to constitute an income subject to tax and social contributions.

10. Disclaimer

YOUR ACCESS TO AND USE THE SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES, ANY CONTENT CONTAINED THEREIN, AND ANY NFTS (INCLUDING ASSOCIATED NFT CONTENT) LISTED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. MINTUP (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. MINTUP DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY CONTENT CONTAINED THEREIN AND ANY NFTS LISTED THEREIN. WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD-PARTY SERVICES. MINTUP DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES. WHILE MINTUP ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, MINTUP CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY NFTS LISTED THEREIN, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY. MINTUP WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

1. NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE

TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

2. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, MINTUP MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE SERVICES.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

11. Assumption of Risk

You accept and acknowledge:

The value of an NFT is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.

A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications and could therefore also negatively impact the potential utility of NFTs.

The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of NFTs.

You are solely responsible for determining what, if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. MintUp is not responsible for determining, withholding, collecting, reporting, or remitting the taxes that apply to your NFTs.

There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts

with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.

We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and MintUp has no ability to reverse any transactions on the blockchain.

There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or User Account. You accept and acknowledge that MintUp will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services or any Blockchain network, however caused.

The Services relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Services will suffer.

12. Intellectual Property

12.1 Buying an NFT on the Platform does not mean that the User becomes the holder of the Intellectual property rights attached to the NFT, unless otherwise indicated by a complementary documentation. If the NFT relates to a physical object, the User has no rights of ownership in that physical object.

The User is systematically granted a limited, worldwide, non-assignable, non-sublicensable, royalty free license to display the NFT legally owned and property obtained on the Platform. This right includes the right to display or perform the NFT privately or publicly for the purpose of promoting or sharing the User's ownership or interest in the NFT for example on social media platforms, websites, blogs, digital galleries, or for the purpose of sharing, promoting, discussing or commenting on the NFT.

12.2 Users have the right to sell and/or transfer their NFTs but cannot make any commercial use of the NFT including for example by selling copies, selling access to an NFT, selling derivative works embodying the NFT, or otherwise commercially exploiting the NFT, unless otherwise indicated in an express assignment of copyright.

Unless otherwise indicated in an express assignment of copyright, Users shall not nor permit any third-party to:

- modify, distort, mutilate, or perform any other modification on the NFT;
- use the NFT to advertise, market, or sell any products or services;
- use the NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;

- incorporate the NFT in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these TCS or solely for the User's personal, non-commercial use;
- sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the NFT;
- attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the NFT;
- attempt to mint, tokenize, or create an additional cryptographic token representing the same NFT;
- falsify, misrepresent, or conceal the authorship of the NFT.

12.3 Any subsequent transfer of an NFT will immediately terminate the former owner's rights on the NFT, which will automatically be transferred to the new owner.

12.4 The User grants MintUp the exclusive, transferable, sublicensable, free of charge right, for the whole world, to represent and/or reproduce any content that she/he published on the Website.

12.5 All intellectual property rights attached to any content published on the Website, excluding the content generated by the Users, are the property of MintUp or its partners, and are provided free of charge to Users, within the exclusive framework of the use of the Website. Therefore, any unauthorized use of these contents is unlawful.

12.6 MintUp is the database producer of all databases published on the Website. The User is forbidden to extract any qualitatively and/or quantitatively substantial data without prior authorization from MintUp.

13. Ownership

13.1 The Services, including its "look and feel" (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the MintUp logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of MintUp or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.

13.2 MintUp's name, logo, trademarks, and any MintUp product or Services names, designs, logos, and slogans are the intellectual property of MintUp or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other "hidden text" utilizing "MintUp" or any other name, trademark or product or service name of MintUp or our affiliates or licensors without our prior written permission. In addition, the "look and feel" of the Services constitutes the service mark, trademark or trade dress of MintUp and may not be copied, imitated or used, in whole or in part, without our prior written permission.

13.3 All other third-party trademarks, registered trademarks, and product names mentioned on the Services or contained in the content linked to or associated with any NFTs displayed on the

Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by MintUp.

13.4 We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Services or in any such Feedback. You agree that MintUp may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to MintUp any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

14. Waiver of the Withdrawal Right

Given the digital nature of the NFT and NFT’s technical functioning, the withdrawal period provided for in article L.221-18 of the French Consumer Code will not apply in case of purchase of an NFT from MintUp, in accordance with the provisions of article L.221-28 of the French Consumer Code.

BY PURCHASING AN NFT ON THE WEBSITE, THE USER EXPRESSLY WAIVES YOUR RIGHT OF WITHDRAWAL.

15. Dispute and mediation

15.1 In the event of a dispute arising between MintUp and a User, the latter undertakes to send an email to MintUp, explaining the purpose of its request, and providing any information relating to the subject and scope of its request, with the aim of finding an amicable solution: legal@mintup.io.

15.2 In the event of a dispute between MintUp and a User established and/or located in France, the User may have recourse to an independent Ombudsman in order to find amicable resolution. If the User wishes to participate to a mediation, the User shall send a message to MintUp, requesting mediation: legal@mintup.io. MintUp undertakes to provide all information necessary to organize this mediation.

You are informed that before referring any dispute to this independent Ombudsman, you must first attempt to resolve the dispute directly with MintUp in accordance with the provisions of article 15.1.

16. General Stipulations

16.1 The Parties agree to perform their obligations in good faith.

16.2 The Parties sincerely declare these commitments. As such, they declare that they are not aware of any circumstances which, if they had been communicated, would have altered the consent of the other Party.

16.3 In the event of difficulties of interpretation resulting from a contradiction between any of the headings appearing at the beginning of the articles herein and any of the articles, the headings will be declared non-existent.

16.4 If one or more stipulations of these TCS are held to be invalid or declared as such in application of a law, a regulation or following a decision that has become final and conclusive by a competent court, the other stipulations will retain their full force and scope. MintUp will then amend the TCS.

16.5 No act, delay in acting or any other attitude, passive or active, on the part of one of the Parties shall be deemed to constitute for that Party a waiver of any of the rights and actions of which it is a creditor under the TCS, unless such waiver is evidenced in writing signed by a duly authorized representative.

16.6 The online acceptance of these TCS by electronic means shall have the same evidential value between the Parties as the agreement on paper.

The computerized records kept in MintUp's computer systems shall be kept under reasonable conditions of security and shall be considered as proof of communications, orders and payments between the Parties. They shall be deemed authentic until proven otherwise.

Contractual documents, orders and invoices shall be archived on a reliable and durable medium that can be produced as proof.

17. Language

These TCS have been drafted in English.

If these TCS are translated into a foreign language, the English version shall prevail over any other translation in the event of any dispute, litigation, difficulty in interpreting or executing these TCS.

18. Applicable law

These TCS are governed by French law.

However, and in accordance with Article 6 §2 of the Rome I Regulation, Internet users living within the European Union may benefit from the possibly more protective and mandatory provisions of their national law.

19. Competent jurisdiction

In case of dispute, the User may seize the competent jurisdiction with territorial jurisdiction under the law. In the event of no mandatory jurisdiction by the law, only the Commercial Court of Paris will be competent.