



## GENERAL CONDITIONS OF SERVICES OF WWW.BOLEROMUSIC.COM

### 1. Purpose

The purpose of these general conditions is to define the terms and conditions of use of the services offered on the site [www.boleromusic.com](http://www.boleromusic.com) (hereinafter: the “ **Services** ”), as well as to define the rights and obligations of the parties in this context. In particular, they are accessible and printable at any time by a direct link at the bottom of the home page of the site [www.boleromusic.com](http://www.boleromusic.com) (hereafter: the “ **Site** ”). They may be supplemented, where appropriate, by conditions of use specific to certain Services. In case of contradiction, the special conditions prevail over these general conditions.

Important: the purchase of digital assets involves risks of loss of capital, illiquidity and lack of valuation. It is up to each visitor and user to do their own due diligence before becoming an owner of a digital asset via the Bolero Music platform.

### 2. Operator of the Site and Services

The Services are accessible through the Site. The Site and the Services are operated by the company BOLERO MUSIC, SAS with a share capital of 3 638,32 euros, registered at the RCS of NANTERRE under number 894 173 962, whose head office is located at 45 boulevard de la République 92100 Boulogne ( hereafter: “ **Bolero Music** ”).

The Company Bolero Music can be contacted at the following address:

- Mailing address: Bolero Music SAS - 127 rue d’Aboukir, 75009 Paris
- E-mail: [contact@boleromusic.com](mailto:contact@boleromusic.com)

### 3. Operation of the Site and definitions

#### 3.1. Operation of the Site

The Site allows registered users (hereafter: the “ **clients** ”) to purchase tokens and NFT from the artists (hereafter: the “ **Artists** ”) in order to obtain exclusive advantages (hereafter: the “ **Rewards** ”), and then buy/sell these assets between users on the secondary market (hereafter: the “**Marketplace**”).

#### 3.2. Definitions

**Client** : refers to any natural person using the Site in order to purchase tokens from artists in order to benefit from exclusive advantages.

**Artist** : refers to any natural person (and his representatives) who in his capacity as artist-author or self-entrepreneur - approved by Bolero Music - uses the Site to sell tokens on his behalf.

**Score** : refers to the figure produced by Bolero Music from multiple data points that gives an indication of the artistic and economic performance of an Artist, called “career indicators”.

**NFT**: refers to products “Songs Shares”, a unique intangible object whose ownership is immutably and inviolably recorded within a blockchain and which allows its owner to be identified. An NFT has physical properties: any User who has acquired an NFT will have real ownership of it, and for an indefinite period.

**Token**: refers to products “Fan Tokens” a fungible intangible asset representing, in digital form, one or more rights that can be issued, registered, retained or transferred on a blockchain and that allows its owner to be identified ("Token" or "Utility Token"). More specifically, each Utility Token will give its purchaser priority access to the Artist’s NFT sales. Certain Token holders will also have access to benefits in kind, determined by the Artists, with the support of the Platform.

The holding of an NFT or a Token therefore transfers :

- the right of intangible property of the Token or NFT granted by the Label to the User; once acquired, the Users will be able to freely dispose of said tokens, and in particular resell them on the internal Marketplace or via compatible third party platforms, without the intervention of Bolero Music.
- The right to reproduce and communicate to the public the Recording and / or the associated Artwork and / or any Work (excluding any right of adaptation), as well as the right to use the Name and / or Image of the Artist, only for the purpose of promoting and allowing the resale and / or exchange of NFTs and Tokens, excluding any right including intellectual property allowing the commercial exploitation of the above elements together or separately.

**Initial issue**: refers to the period of 30 full days during which the Artist issues a number of Tokens corresponding to the quantity of Tokens intended for the market, within the limit of the global quantity provisioned by the smart contract of Bolero Music.

**Reward** : refers to the benefit in kind offered by the Artist and exclusively distributed by the Artist and his representatives.

**Index** : refers to Bolero Music's proprietary algorithm that retrieves the external data of an Artist and produces a weekly score. The Index's mission is to interpret the artistic and economic progression of the Artists on the Site.

**Partner** : refers to the client community attached to an Artist following the purchase of Tokens issued by the Artist.

**Wallet** : means the users personal cryptocurrency storage and trading service, which must be connected to the users account to access the services.

**Services** : refers to all services provided by Bolero Music on the Website and in particular, the service allowing clients to buy Tokens and NFTs from artists, the service of analysis and classification of artists, the service of retrieving contact details of clients linked to the Artist, the service of providing wallet integration, the services intended to accompany the client in the search and selection of Artists for the purchase of Tokens, as well as the service of creation and acceptance of sale and purchase orders on the secondary market.

**Site** : refers to the website whose address is [www.boleromusic.com](http://www.boleromusic.com).

**Users** : refers to Artists and clients.

#### **4. Access to the Site and the Services**

The Services are accessible to Users, subject to the restrictions provided for on the Site:

- to any natural person having full legal capacity to engage under these general conditions. A natural person who does not have full legal capacity can only access the Site and the Services with the agreement of his legal representative;
- to any legal person acting through a natural person having the legal capacity to contract in the name and on behalf of the legal person.

#### **Availability of BOLERO MUSIC services**

BOLERO MUSIC undertakes to ensure that the Platform is available 24 hours a day and 7 days a week. Nevertheless, BOLERO MUSIC is likely to interrupt direct or indirect access to the Platform and the services, in particular for technical, material or editorial reasons (such as corrective maintenance, evolutionary maintenance, updates, etc.), if necessary, without prior notice or prior information of the Users, even if BOLERO MUSIC will endeavor to inform the Users in good time, subject to any technical and/or security requirements.

The period of possible suspension must however be limited, exceptional and controlled (the rate of availability cannot be less than 99% measured on a monthly basis calculated as a percentage by dividing the number of minutes during which the Service is available in the course of the month) and BOLERO MUSIC must guarantee an intervention and recovery time in the event of an anomaly in accordance with the following procedures:

- Priority level 1: total unavailability of the BOLERO MUSIC Platform: resolution and reactivation of services within 1h30 of intervention time;
- Priority level 2: partial unavailability of the BOLERO MUSIC Platform or unavailability of a functionality of the BOLERO MUSIC Platform: resolution and reactivation of the services or functionalities concerned within 4 hours of intervention time;
- Priority level 3: cosmetic malfunction or display problem: resolution and reactivation of services within 21 hours of intervention time.

## **5. Acceptance of general conditions**

The acceptance of the present general conditions is materialised by manually clicking on the "Register" button when creating an account on the Site. This acceptance can only be full and complete. Any membership subject to reservation is considered null and void. The User who does not agree to be bound by these general conditions must not use the Services.

## **6. Registration on the Site**

6.1. Use of the Services requires the User to register on the Site, by completing the account creation form provided for this purpose. The User must provide all the information marked as mandatory (indicated with asterisks). Any incomplete registration will not be validated.

Prior to its validation, the registration of the Artists is examined by Bolero Music. The registration request is assessed with regard to the following criteria:

- the presence of The Artist on music streaming platforms, content platforms, as well as the authenticity of his community.
- The Artist must be committed to the development of his career and must justify a development strategy.
- The Artist must have published at least one musical project on music streaming platforms (examples: EP, single, album).

Bolero Music reserves the right to refuse any registration request, at its discretion and without The Artist being able to claim any compensation whatsoever in this regard.

6.2. To notify the User of the validation of his registration, Bolero Music sends him a confirmation email. The validation of the registration leads to the opening of an account in the name of the User (hereafter: the "**Account**"), giving him access to a personal space (hereafter: the "**Personal Space**") which allows it to manage its use of the Services in a form and according to the technical means that Bolero Music deems most appropriate to provide said Services.

The User guarantees that all the information he gives in the registration form is accurate, up-to-date and sincere and is not vitiated by any misleading nature. He undertakes to update this information in his Personal Space in the event of any changes, so that they always correspond to the aforementioned criteria. The User is informed and accepts that the information entered for the purposes of creating or updating his Account is proof of his identity. The information entered by the User binds him as soon as they are validated.

6.3. The User can access his Personal Space at any time after identifying himself using his connection identifier and password. The User undertakes to use the Services personally and not to allow any third party to use them in his place or on his behalf, except to bear full responsibility. He is prohibited from creating and using more than one Personal Account per User on the Site.

6.4. The User is also responsible for maintaining the confidentiality of his username and password. He must immediately contact Bolero Music at the coordinates

mentioned in article 2 hereof if he notices that his Account has been used without his knowledge. He acknowledges Bolero Music's right to take all appropriate measures in such a case.

Regarding the authentication to the Wallet, Bolero Music has no control and no access. Therefore, Bolero Music will not be able to provide support if the User encounters difficulties in accessing or using his Wallet. Bolero Music recommends that Users contact directly the support services of their Wallet provider.

## **7. Description of the Services**

The User has access to the Services described on the Site, in a form and according to the functionalities and technical means that Bolero Music considers most appropriate. Here is how the Site operated by Bolero Music works :

### **7.1. For clients:**

- The Site offers a list of Artists from whom the Client can purchase Tokens in exchange for crypto-currency or USD/EUR within the limit of the Artist's available stock. On the other hand, artworks in NFT format that can be purchased for a compensation in crypto-currency, which will respect the sales format decided by the Artist (auction or direct sale).
- In the context of a payment made in USD/EUR through the service provider Stripe Payments Europe Ltd, the client agrees that the Tokens purchased are stored in a pre-sale Wallet. The client acknowledges that Bolero Music has no control over the Tokens contained in the presale Wallet and that Bolero Music is not responsible for the management of these Tokens. The only action that can be performed by the Website is the transfer to the client's Wallet. To this end, the client will have to connect his own external Wallet if he wants to retrieve his Tokens, put them on sale or transfer them.
- Saving a payment method: the User can save the details of a credit/debit card via the Bolero Music interface in order to use it again later. These data are exclusively saved and stored by Stripe Payments Europe Ltd. Bolero Music only has access to the last four (4) digits of the details, the month/year of expiration and the operator (visa, mastercard, american express).
- The Client can consult the page of an Artist and evaluate the potential of the latter by using the information proposed by the Artist and produced by the Index. The Client may also follow the Artist and add him or her to his or her watchlist.
- The Client, depending on the number of Tokens held for each Artist, is eligible to obtain the Rewards announced by the Artist.
- The Token(s) purchased by the client can be viewed from their dashboard. The Site specifies the Rewards to which the client is eligible according to the number of Tokens he has for each Artist, and only if he is the first owner of the Card. Indeed, if the Card is traded and sold via the secondary market, the second and following owners are not eligible for Rewards.
- The Site provides the contact information of a Client to the Artist if and only if he is a member of the Partner. The Site has no role and holds no responsibility for the

delivery of Rewards. The allocation and delivery in time and quantity of Rewards is the responsibility of the Artist and his teams. In case of non-delivery of the said Rewards, and since the Platform commercialises a distribution service of digital assets, Bolero Music cannot guarantee a favourable response to a request for reimbursement, unless this is due to a technical failure or a problem with the poster for which Bolero Music is responsible. Partners who have not had access to the Rewards offered by the Artist should contact directly the responsible teams via the contact email address displayed in the Dashboard on each Token.

- The Site offers a Marketplace, in which the Client can create buy orders to purchase Tokens from other Clients, as well as sell orders (if and only if the Client is in possession of X share of adequate Tokens in its Wallet) to sell a share or all of its Tokens to other Clients. On the Marketplace, the Site does not exercise any power and cannot guarantee the redemption of Tokens offered for sale via sell order by Clients. The Site only ensures the transaction between client's Wallets. In order for a buy or sell order to be executed, a Client must perform the actions necessary to accept the order.

#### 7.2. For Artists:

- Artists have access to a module called "Backstage" in which they can: edit their Artist page information, consult the sales statistics related to their Token and NFT(s) created and offered for sale on the Site, consult the Client members of their Partner, consult the music statistics measured by the Index.
- Artists can choose the selling price (\$) of their Token upon registration. The quantity produced of each Token is exclusively defined by the following formula: Valuation by Bolero Index / Unit selling price (\$). Once validated, the Artist gives Bolero Music the right to create his Tokens via a smart contract of type ERC-20 on the Polygon Network blockchain.
- Artists may create and offer artworks for sale in NFT format at their discretion via the Artist's interface on the Site. The Artist chooses the name, uploads the files associated with the NFT, enters the selling price and the amount of royalties he/she wishes to receive when the NFT is traded on the secondary market, and finally, the desired method of sale (auction or direct sale).
- Thus, Bolero Music will be responsible for :
  - the provision of a creation service and NFTs and Tokens ;
  - the placing on the Primary Market of Tokens and NFTs;
  - Oppose any purchase of NFTs by a User who is not a holder of Tokens dedicated to the Artist, if the latter has decided to sell this NFT exclusively to a User who already holds his Token.
- However, Bolero Music will not be responsible for :
  - the content on which the NFTs and/or Tokens are based, in particular any claim
  - of a third party, in particular for copyright infringement, infringement of neighboring rights,
  - defamation and/or insult, infringement of personality rights and image rights of the Artist etc., the Artist fully guarantees Bolero Music in this regard;

- the distribution of NFTs and Tokens, beyond their sale on the Primary Market;
  - any damage related to a sale on the Secondary Market or on a third party platform to Bolero Music by anyone other than Bolero Music, such as a loss of value or damage to its reputation or image;
  - the economic risks related to the sale of Tokens / NFTs (partial or total loss of value of NFTs and/or Tokens, extreme market volatility, etc.);
  - technological risks related to the sale of Tokens / NFTs (in particular an error or security failure associated or not with the Polygon blockchain);
  - legal risks related to the sale of Tokens / NFTs (in particular the lack of regulation and the consequent lack of any guarantee associated with this type of asset on regulated markets and the potential exposure of the Platform to regulatory requirements in terms of the fight against money laundering and terrorist financing).
- 
- In order for the Artist to be able to award or deliver the Reward(s) for which the Client is eligible, the Site communicates and makes the Client's contact details available for download to the Artist via the Artist's "Backstage" interface. The Artist reserves the right to use the communication channels of his/her choice to communicate with his/her Partner.
  
  - Rewards defined by the Artist may be modified or deleted by the Artist if and only if they have been delivered to or consumed by eligible Clients. The Artist assumes full responsibility for allocating Rewards to the Clients in his/her Partner or for announcing the impossibility of allocating them before they are modified or deleted.
  
  - To collect the result of the sale of his Tokens, or NFTs, the Artist must connect a Wallet via the "connect wallet" procedure set up by Bolero Music. The Artist will get the financial result of his sale directly on his Wallet.

### 7.3. For all users:

The User has a profile (hereinafter: the "**Profile**") accessible and editable from his Personal Space. The Profile is completed by the User himself, or from information collected during the use of the Services and which does not correspond to the framework of personal data, unless expressly authorized by the user. The account information (username, profile picture, Token(s) held, NFT(s) held, Wallet address) of the User is accessible by all Users of the Site via the Profile access. Any User can follow the Profile and be informed by notification of transactions made by the followed Profile.

## 8. Paid services

### 8.1. Price

The price of the Services is indicated on the Site and on each NFT and Token. Unless otherwise stated, it is expressed in the crypto-currency selected by the Artist as counterparty. An equivalence in US dollars is always specified. Bolero Music reserves the right, at its free discretion and according to terms and conditions of which it will be the sole judge, to offer promotional offers or price reductions.

Prices and commissions are exclusively collected in crypto-currency and only occur when the parties involved in a transaction agree to the execution of the transaction through the Signature feature of their respective Wallet.

Bolero Music charges 3 distinct percentage prices:

- A variable percentage (%) on the initial issuance of Tokens. Fixed by default at 15%, it can vary according to the framework contracts governing the collaboration between Bolero Music and an Artist.
- A commission of 3% of the transaction price on the secondary market for Tokens. Bolero Music is responsible for paying 50% of the amount collected (i.e. 1.5% of the transaction price) to the Artist in his Wallet.
- A commission of 2.5% on all NFT transaction prices on the secondary market.

### 8.2. Revision of prices

The price of Services may be subject to revision by Bolero Music at any time, at its discretion. The User will be informed of this revision directly on the Site. The User who does not accept the new prices must end his use of the Services in accordance with the terms set out in article 20. Failing this, he will be deemed to have accepted the new prices.

### 8.3. Invoicing

Neither Bolero Music nor the Site are responsible for producing invoices for transactions that have taken place within the Site. The client can request an invoice from the Artist without guarantee of a positive response. The Client may refer to the proof of Transaction on the blockchain via the website Polygonscan (<https://polygonscan.com/>) as evidence.

#### 8.4. Terms of payment

The terms of payment of the price of the Services are described on the Site. The payment is made by Wallet from the payment interface developed by Bolero Music, or by credit card via the payment service developed by Stripe Payments Europe Ltd. The payment process is exclusively orchestrated and managed by the Polygon Blockchain. The User guarantees Bolero Music that he has the necessary permissions to use the Wallet connected to his account. He agrees to take the necessary steps so that the automatic debit of the price of the Services can be effected.

#### 9. Express waiver of the right of withdrawal

Individual Users are informed that a right of withdrawal applies in principle to contracts for the provision of services concluded at a distance between a professional and a consumer, this right being to be exercised within 14 (fourteen) days from the conclusion of the contract.

**They are, however, expressly informed and accept that the Services are provided to them upon registration and are thus fully executed before the end of the withdrawal period referred to above.** Consequently, they expressly waive their right of withdrawal, which cannot therefore be exercised, in accordance with article L.221-28 of the French Consumer Code.

#### 10. Proof agreement

The User expressly acknowledges and accepts:

- (i) that the data transmitted by the User on the Site is proof of the reality of the operations carried out within the framework of these presents;
- (ii) that these data constitute the only mode of proof accepted between the parties, in particular for the calculation of the sums due to Bolero Music.

The User can access this data in his Personal Space.

#### 11. Obligations of the User

##### 11.1.10.1 Obligations common to all Users

Without prejudice to the other obligations provided for herein, the User undertakes to respect the following obligations:

- (i) The User undertakes, in his use of the Services, to respect the laws and regulations in force and not to infringe the rights of third parties or public order. In particular, he is solely responsible for the proper accomplishment of all formalities, in particular administrative, fiscal and / or social, and for all payments of contributions, taxes or duties of any kind incumbent upon him, where applicable, in connection with his use of the Services. Responsibility for Bolero Music will in no case be engaged for this purpose.
- (ii) The User acknowledges having read on the Site the characteristics and constraints, in particular technical, of all the Services. He is solely responsible for his use of the Services.
- (iii) The User is informed and accepts that the implementation of the Services requires that he be connected to the internet and that the quality of the Services depends directly on this connection, for which he is solely responsible.
- (iv) The User undertakes to make strictly personal use of the Services. He therefore refrains from assigning, granting or transferring all or part of his rights or obligations hereunder to a third party, in any way whatsoever.
- (v) The User undertakes to provide Bolero Music with all the information necessary for the proper performance of the Services. More generally, the User undertakes to cooperate actively with Bolero Music for the proper execution of these presents.
- (vi) The User is solely responsible for content of any kind (editorial, graphic, audiovisual or other, including the name and / or image possibly chosen by the User to identify him on the Site) that he distributes in within the framework of the Services (hereinafter referred to as: the “ **Content** ”). It guarantees Bolero Music that it has all the rights and authorizations necessary for the distribution of this Content. He undertakes that the said Content is lawful, does not infringe public order, good morals or the rights of third parties, does not infringe any legislative or regulatory provision and more generally, is in no way likely to put in civil or criminal liability Bolero Music.

The User thus refrains from disseminating, in particular and without this list being exhaustive:

- pornographic, obscene, indecent, shocking or unsuitable for a family audience, discriminatory, abusive, violent, racist, xenophobic or revisionist content,
- counterfeit content ,
- of the infringing contents to the image of third parties, Content that is false, deceptive or proposing or promoting illicit, fraudulent or deceptive activities
- of Content harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.),
- Content to which they do not have the rights to exploitation,
- and more generally Content likely to infringe the rights of third parties or be detrimental to third parties, in any way and in any form whatsoever.

- (vii) The User must take the necessary measures to safeguard by his own means the information of his Personal Space that he deems necessary, of which no copy will be provided to him.

#### 11.2. Obligations specific to The Artist

- (i) Bolero Music specifies that the Artist has the obligation to create or contribute to his Wallet in order to issue his Tokens or publish his NFTs and collect the financial result of the sale of these two assets. The Artist certifies that only he/she and his/her representatives have access to the Wallet and that Bolero Music does not have the power to move or access the financial results of the Token sales.
- (ii) The Artist acknowledges and accepts that Bolero Music uses its image and reputation to promote its brand, Site and Services.
- (iii) The Artist authorizes Bolero Music, without compensation of any kind, to maintain the exchange of his or her tokens issued in the past in cases where the Artist is no longer considered active on the Website, the Artist's account has been deleted, the Artist has ended his or her musical career, the Artist or one of his or her representatives has died.
- (iv) The Artist acknowledges and transfers the exclusive commercial exploitation rights of his Tokens or NFTs to Bolero Music for a period of 2 (two) years from the first publication of the NFT for all world markets. The Artist receives in return the inclusion of the Artist in promotional campaigns and in any third party or diversification event organised by Bolero Music. The Artist may request a prior written agreement to allow him/her to distribute his/her works in NFT format via another supplier whose activity is the issuance of fungible and non-fungible tokens.
- (v) In accordance with the virtues of Blockchain technology, commissions can only be edited and modified at the creation of the Token or NFT. In case of change of legal framework in the career of the Artist, the latter must inform Bolero Music by email at [music@boleromusic.com](mailto:music@boleromusic.com) so that the parties involved can validate the modification of the beneficiaries in the smart contract. The Artist will receive the commission revenue on his Wallet indicated in the properties of the "smart contract".
- (vi) The Artist acknowledges and accepts that Bolero Music reserves the right to deactivate its Account and remove its access to the Site, in the event of a breach, in the context of its use of the Services, of one of the criteria for registration to the Site set out in article 6 .

(vii) The Artist recognizes and accepts that the Services offered by Bolero Music subject the Artists to specific obligations, in particular in fiscal and social matters. In order to know the obligations incumbent on them according to their specific situation, the Artists are invited to consult the sites and practical sheets put online by the Public Treasury and Social Security and accessible at the links below:

- Tax obligations

(<https://www.impots.gouv.fr/portail/node/1084>)

(<https://www.impots.gouv.fr/portail/particulier/questions/comment-declarer-les-revenus-provenant-de-mon-activite-de-micro-entrepreneur>)

- Social obligations

(<http://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>)

Bolero Music reminds Artists that they have fiscal (VAT, taxes etc.) and social (URSSAF etc.) obligations which are applicable to them, regardless of their place of residence, relating to their activities, in particular related to transactions carried out through the Site and to all income arising therefrom. The Artist acknowledges that the tools and technical means made available by Bolero Music do not exempt him from his responsibility for the legal obligations incumbent on him. In particular, he acknowledges that he retains full responsibility for his legal and fiscal obligations in terms of invoicing in respect of the original initial and / or corrective invoices issued in his name and on his behalf by Bolero Music, in particular with regard to its obligations of statement.

(viii) The Artist refrains, within the framework of his Rewards, from misleading the client, from proposing Rewards which he is not able to distribute. The Artist agrees to distribute the Rewards to his Partner in due form, in accordance with the Reward qualification detailed on his Artist page.

## **12. User**

### **12.1. Guarantees common to all Users**

(i) The User guarantees Bolero Music against any complaints, claims, actions and / or claims that Bolero Music may suffer as a result of the violation, by the User, of any of its obligations or guarantees under these general conditions.

- (ii) The User undertakes to indemnify Bolero Music for any damage that it may suffer and to pay it all the costs, charges and / or penalties that it may have to bear as a result.

## 12.2. Guarantees specific to the Artists

The Artist guarantees to Bolero Music that he is the owner and holder of the exploitation rights of the brand image which results from his stage name and his exploitation of the Services of the Site.

## 13. Prohibited behavior

13.1. It is strictly forbidden to use the Services for the following purposes:

- the exercise of illegal, fraudulent activities or those infringing the rights or safety of third parties,
- the threat to public order or the violation of laws and regulations,
- the intrusion into the computer system of a third party or any activity likely to harm, control, interfere or intercept all or part of the computer system of a third party in violating the integrity or
- security," sending unsolicited emails and / or prospecting or commercial solicitation,
- manipulations intended to improve the referencing of a third-party site,
- assistance or encouragement, in any form and in any manner whatsoever, to one or more of the acts and activities described above, - and more generally any practice diverting the Services for purposes other than those for which they were designed.

13.2. Users are strictly prohibited from copying and / or diverting the concept, technologies or any other element of the Site for their own purposes or those of third parties.

13.3. The following are also strictly prohibited:

- (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services,
- (ii) all intrusions or attempted intrusions into Bolero Music's systems,
- (iii) all misappropriation of the Site's system resources,
- (iv) all actions likely to impose a disproportionate load on the latter's infrastructure,
- (v) all breaches of security and authentication measures,

- (vi) all acts likely to infringe the financial, commercial or moral rights and interests of Bolero Music or the users of its Site, and finally more generally (vii) any breach of these terms and conditions.

13.4. It is strictly forbidden to monetize, sell or concede all or part of the access to the Services or to the site, as well as to the information hosted and / or shared there.

#### **14. Penalties for breaches**

In the event of breach of any of the provisions of these general conditions or more generally, of breach of the laws and regulations in force by a User, Bolero Music reserves the right to take any appropriate measure and in particular to:

- (i) suspend or terminate access to the Services of the User, author of the breach or offense, or having participated in it,
- (ii) delete any Content deemed inappropriate posted on the Site,
- (iii) publish on the Site any information message that Bolero Music will deem it useful,
- (iv) notify any authority concerned,
- (v) initiate any legal action.

#### **15. Responsibility and guarantees of Bolero Music**

15.1 Bolero Music undertakes to provide the Services with diligence and according to the rules of the art, being specified that it weighs on it an obligation of means, to the exclusion of any obligation of result, that Users expressly recognize and accept.

15.2 Bolero Music is not aware of the Content put online by Users as part of the Services, on which it does not moderate, select, verify or control of any kind and in respect of which it only intervenes. 'as a hosting provider. Consequently, Bolero Music cannot be held responsible for the Content, the authors of which are third parties, any possible complaint having to be directed in the first place to the author of the Content in question. Content that is harmful to a third party may be notified to Bolero Music in accordance with the terms provided for in article 6 I 5 of law n ° 2004-575 of June 21, 2004 on confidence in the digital economy, Bolero Music reserves the right to take the measures described in article 14.

15.3 Bolero Music declines all responsibility in the event of any loss of information accessible in the User's Personal Space, the latter having to save a copy and not being able to claim no compensation in this regard.

15.4 Bolero Music undertakes to carry out regular checks to verify the functioning and accessibility of the Site. As such, Bolero Music reserves the right to temporarily interrupt access to the Site for maintenance reasons. Likewise, Bolero Music cannot be held responsible for temporary difficulties or impossibilities of access to the Site which are due to circumstances outside it, force majeure as defined in article 1218 of the Civil Code, or still which would be due to disturbances of the telecommunication networks.

### 15.5 Bolero Music does not guarantee Users

- (i) that the Services, subject to constant research to improve performance and progress in particular, will be completely free from errors, vices or defects,
- (ii) that the Services, being standard and in no way offered solely to the intention of a given User according to his own personal constraints, will specifically meet his needs and expectations.

15.6 In any event, the liability that may be incurred by Bolero Music hereunder is expressly limited to the only proven direct damage suffered by the User.

## 16. Intellectual property

16.1 The systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, brands, database, etc.) operated by Bolero Music within the Site are protected by all intellectual property rights or rights of database producers in force. All disassembly, decompilation, decryption, extractions, reuse, copies and more generally, all acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of Bolero Music are strictly prohibited. and may be the subject of legal proceedings.

16.2 The Site is the exclusive property of Bolero Music. It is protected by copyright, trademark, trade secret and other laws. Bolero Music owns and retains all rights to the Content and the Services. Hereby Bolero Music grants the User a limited, revocable and non-sublicensable license to reproduce and display the Content of the Site (to the exclusion of any software code), solely for his personal use in the framework for viewing and using the Site.

16.3 The Artist grants Bolero Music a free, non-exclusive and license for the use, modification, public display, reproduction and distribution on sublicensable [www.boleromusic.com](http://www.boleromusic.com) and on partner sites of the Content that he publishes on [www.boleromusic.com](http://www.boleromusic.com), in particular the information of his Profile and the Rewards. If Bolero Music wants to use the Songs of the Artist inside a commercial or for promotional use, it will require the explicit agreement of the Artist or their representatives. This license ends when the User removes their content from [www.boleromusic.com](http://www.boleromusic.com). If necessary Bolero Music undertakes that the partner sites also remove this content as soon as possible.

More particularly, The Artist grants, free of charge, to Bolero Music a license on the following rights:

- the right to reproduce, to fix, to download, to allow the downloading, to compress for the purposes of exploitation and execution of the Services the Content, free of charge or paid, in whole or in part, in any format, on any medium including electronic, digital, computer or

videographic and by any tangible or intangible process, whether these media and processes are existing or future , predictable or unpredictable;

- the right to represent and publicly communicate the Tokens, Rewards and Content associated, in whole or in part, free of charge or for a fee, in all physical or intangible places, through all media, all networks and all means of dissemination, whatever nature they may be, existing or future, predictable or unpredictable, such as, without this list being exhaustive, communication networks including internet and mobile telephony, public projection, television, radio or display ;

16.4 Concerning the Reward (s) made by the Artists and received by the clients, The Artist grants, free of charge, a right of exploitation of the Reward(s) made to Bolero Music who can use them, by any means and on any support, for the purposes of promoting the Site and Bolero Music.

He renounces to ask Bolero Music for any remuneration, royalty, indemnity or financial compensation in this regard.

## **17. Privacy policy**

The terms capitalised below are defined by the General Data Protection Regulation (hereafter "GDPR") EU 2016/679.

In the context of the performance of this contract, BOLERO MUSIC is required to process personal Data (hereinafter "Data" or "Personal Data").

BOLERO MUSIC undertakes to comply with the applicable laws and regulations regarding the protection of personal data.

(i) The Processing of the Artists' identification data is necessary for the performance of this contract (article 6.1. b) of the GDPR). The Data is used to ensure the proper operation of the Platform and the provision of the BOLERO MUSIC services detailed in Article 1.2.

(ii) The Allocation and Beneficiary Information and the blockchain address information contained in the smart contracts associated with the Tokens do not include any Personal Data. The Processing of this Data by BOLERO MUSIC is necessary for the transfer, at each transaction, of the amounts allocated to the Rightsholders and agreed with them.

(iii) The Data of the Users acquiring the Tokens is also processed by BOLERO MUSIC in order to constitute and ensure the execution of the Underlying Exclusive Benefits and the Underlying Goods. This Processing is based on the performance of the contract concluded between the User and BOLERO MUSIC (Article 6.1. b) of the GDPR).

(iv) The Underlying Assets are likely to include any type of Personal Data about third parties, including their voice and image. The Processing of such Data is necessary for the issuance and circulation of Tokens and NFTs on the Platform, which requires BOLERO MUSIC to access, store and process the Tokens and NFTs and the Underlying Assets.

Depending on the situations mentioned, BOLERO MUSIC undertakes, in this capacity, to comply with legal and regulatory requirements.

The aforementioned Data will be processed by BOLERO MUSIC only insofar as the Processing is necessary for the purposes it pursues.

BOLERO MUSIC undertakes to ensure the confidentiality of the Data that it is required to process, and guarantees the respect of this obligation by all of its employees and/or any third party likely to have access to the said information.

BOLERO MUSIC undertakes to implement all appropriate technical and organisational security measures in order to guarantee a level of security adapted to the risks presented by the Processing, in particular in terms of destruction, loss, alteration, disclosure or unauthorised access to the Data, whether accidental or unlawful, taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the Data Processing, as well as the risks, the degree of probability and seriousness of which varies, for the rights and freedoms of the Data Subject.

These measures include in particular the pseudonymisation and/or encryption of the Data and the implementation of an internal security policy respecting the state of the art and good practices in the field, in particular the implementation of an authorisation system making it possible to control access to the Data and to limit the Processing to what is strictly necessary.

BOLERO MUSIC undertakes to make its best efforts to keep the personal data processed within the European Union. In principle, the Data is not transferred to a third country or international organisation. However, if BOLERO MUSIC were to carry out such a transfer for any reason whatsoever, it would ensure that this transfer is accompanied by sufficient guarantees, in accordance with Articles 45 et seq. of the GDPR.

## **18. Publicity**

Bolero Music reserves the right to insert on any page of the Website and in any communication to the Users any advertising or promotional messages in a form and under conditions that Bolero Music will be the sole judge.

## **19. Links and third party sites - Use of third party services**

19.1 In conjunction with the Services, Bolero Music may provide links to sites owned by third parties and is not responsible for any omissions, actions or errors made by these third party services. Bolero Music offers these links to facilitate the use of the Website to Users. Bolero Music does not operate or control in any way the information, software, products or services available on third party sites. Bolero Music's inclusion of a link to a website does not imply any endorsement of the site's services, its content, or the organization that owns and/or funds it.

19.2 Bolero Music can in no way be held responsible for the technical availability of websites or mobile applications operated by third parties (including its possible partners) which the User would access through the Website. Bolero Music does not assume any responsibility for the content, advertising, products and / or services available on such third party sites and mobile.

third party websites and mobile applications which are governed by their own terms of use. Bolero Music is not responsible for transactions between the User and any advertiser, professional or merchant (including its possible partners) to which the User would be directed through the Site and can in no way be party to any disputes with these third parties, including the delivery of products and / or services, warranties, declarations and other obligations whatsoever to which these third parties are bound.

## **20. Service timeline and unsubscription**

Registration to the Site is for an indefinite period. The User can unsubscribe from the Site at any time, by sending a request to this effect to Bolero Music by email, to the contact details mentioned in Article 2 or from his Personal Space directly. If the unsubscription is effective immediately, it does not result in the automatic deletion of the Artist's page. Indeed, since the Tokens are immutable thanks to the virtues of the Blockchain, the Artist's page will be maintained, its Tokens and NFTs still available, the Beneficiaries' Wallet still registered in the smart contract. If the case arises, Bolero Music undertakes to specify that the page on the Website is no longer maintained by the Artist and/or his representatives.

## **21. Modifications**

Bolero Music reserves the right to modify at any time the present general conditions. The User will be informed of these changes by any useful means, at least 15 (fifteen) days before their entry into force.

The User who does not accept the modified terms and conditions must unsubscribe from the Services as provided in Article 20. Any User who uses the Services after the entry into force of the modified terms and conditions is deemed to have accepted these changes.

## **22. Mediation**

The User has the right to have recourse free of charge to a mediator of the consumption for the amicable resolution of any dispute relating to the execution of the present that would oppose him to Bolero Music, under the conditions envisaged in the articles L611-1 and following and R612-1 and following of the Code of the consumption.

In case of complaint possibly formulated by a European consumer, who would not have found an amicable solution with the client service of Bolero Music, the aforementioned consumer will be able to use the European platform of settlement of the disputes of the right of the consumption accessible to the following url address:

: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

## **23. Language**

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation shall be French in the event of a contradiction or dispute over the meaning of a term or provision.

## **24. Applicable Law and Jurisdiction**

The present general conditions are governed by French law. In the event of a dispute concerning the validity, interpretation and/or execution of these terms and conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction to rule on the matter, except for mandatory procedural rules to the contrary.

## **25. Date**

These terms and conditions came into force on 18/10/2022.