

Legal Notice and Terms of Service

Last update on : March 22th 2022

Preamble

Continued browsing NFT FACTORY implies unreserved acceptance of the following provisions and terms of service (hereinafter "TOS"). The user acknowledges having accepted the TOS before any use of the functionalities of our website.

The current online version of these TOS is the only one enforceable during the entire period of use of the website and until a new version replaces it.

NFT FACTORY reserves the right to modify the present conditions at any time. The user therefore undertakes to consult them regularly. If the user continues to use our Website and its functionalities after the present Terms and Conditions have been modified or completed, he irrevocably accepts the new version of the TOS. In case of disagreement with the TOS, the user should stop using our Website.

ARTICLE 1 – DEFINITIONS

The terms listed below have the following meaning :

- Contents: refers to all the elements constituting the information on the Website (texts, images, videos, algorithms, software, widget, etc.) and allowing its proper functioning, user's information, and presentation of our services.
- Company : refers to NFT FACTORY simplified joint-stock company registered under French law (Siret 905 104 907) with a capital of 29.000€, whose registered office is 24 rue de Lappe, 75011 Paris.
- Intellectual property rights : refers to all intellectual property and related rights (copyright, trademark rights, patent rights, trade names, databases) as protected by the Intellectual Property Code. The current version is the one applicable when the Website is consulted by the User.
- Functionality: refers to all the functionalities made available to our users via our Website ;
- Website : refers to the website <http://nftfactoryparis.com> or any website operated by NFT FACTORY and made available to the User.
- User: refers to any individual using our Website and having access to its content;

ARTICLE 2 – LEGAL NOTICE

Pursuant to *Law No. 2004-575 of June 21st 2004 on confidence in the digital economy*, users of our website are informed of the identity of the parties involved in the creation and monitoring of the website;

Owner : NFT FACTORY simplified joint-stock company registered under French law (Siret 905 104 907) with a capital of 29.000€, whose registered office is 24 rue de Lappe, 75011 Paris.

Developer : Jonathan Richy - Agence Thirty Dirty Fingers, 81 rue Belliard, 75018

Publication manager : Loris Macieira Coelho, loris@nftfactoryparis.com

Data Protection Officer : Loris Macieira Coelho, loris@nftfactoryparis.com

Icons by Agence Thirty Dirty Fingers

ARTICLE 3 – PROTECTION OF PERSONAL DATA

To administer our Website, we will process certain personal data concerning users. This processing is carried out in compliance with the modified law n°78-17 of January 6, 1978 related to information technology, files and liberties (known as the "*Information Technology and Liberties Law* ") and the Privacy Policy accessible on our website.

ARTICLE 4 – ACCESS TO WEBSITE

Access to our Website is strictly reserved for personal use only. The user commits itself to not use the Website – as well as all information and data – for illegal or damaging purposes, for commercial, political, and advertising purposes and for any commercial solicitation, including mass mailing of unsolicited e-mail or junk mail.

NFT FACTORY cannot be held responsible in case of access to the Website by minors under 18 years of age. NFT FACTORY cannot be held liable in the event of erroneous or misleading information provided by users of the Website.

ARTICLE 5 – DESCRIPTION OF SERVICES PROVIDED

The purpose of the website is to provide information about all the company's activities and its products and services for sale to Users. NFT FACTORY strives to provide the most accurate information, however, it cannot be held responsible for any omissions, inaccuracies, or shortcomings in the updating of information.

All the information on the website is given for information only and is subject to change. Furthermore, the information on the website is not exhaustive. It is subject to changes that have been made since it was put online.

The user is also informed that all photos on the Website are non-contractual and can not engage NFT FACTORY responsibility.

ARTICLE 6 – INTELLECTUAL PROPERTY

1. Our Website

All brands, illustrations, photographs, texts, comments, images, animated or not, video sequences, sounds, site architecture, as well as all computer applications that could be used to operate this website and more generally all elements reproduced or used on the website are protected by the laws in force under intellectual property.

NFT FACTORY and its commercial partners are the owner and/or beneficiary of the intellectual property rights necessary for the use of the site.

Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the publisher and the owner of the website are strictly prohibited. The fact that the publisher does not engage legal procedure as soon as the unauthorized use are known shall not be deemed acceptance of the previous use and non-prosecution.

It is strictly forbidden for the user to :

- *Copy, reproduce, represent, broadcast, distribute, publish, permanently or temporarily, all or part of the content and / or the website by any means and on any medium known or unknown to date;*
- *Create derivative works from the Content and/or the website;*
- *Modify, translate, adapt, arrange, all or part of the Content and/or the Website;*
- *Disassemble, decompile, reverse engineer on the Website.*

In any event, the user is solely responsible for the use he makes of the Website.

Any unauthorized use of the Website or any of the elements it contains will be considered as an infringement and will be prosecuted in accordance with the provisions of articles L.335-2 and following of the Intellectual Property Code.

2. Our brand

The company name and pictorial mark are protected. NFT FACTORY is a protected and registered brand. The use of the brand without the prior and written consent of the Company, on any support, for value of products and services purposes, or commercial purposes, is strictly prohibited, under penalty of law and legal proceedings engaged by our company against user and third parties responsible.

ARTICLE 7 – WEBSITE MANAGEMENT

The Website is normally accessible to users at all times. For the good management of the Website, the publisher may at any time reserves itself the right to:

- Suspend, interrupt or limit access to all or part of the website, for any reason whatsoever, with or without notice the users and at its sole discretion;
- Delete any information that may disrupt its operation for any reason whatsoever with or without notice the users and at its sole discretion;

- Suspend the website for updates.

NFT Factory will do its best to inform the users in advance of the dates and times of the intervention, but we cannot be held responsible in the event of failure to do so.

ARTICLE 8 – RESPONSIBILITES

1. Access to the Website

NFT FACTORY undertakes to do its utmost to ensure that the Website is accessible 24 hours a day, 7 days a week. However, NFT FACTORY makes no commitment regarding the availability and permanent accessibility of the Website and does not guarantee that the Website is free of errors. The responsibility of the publisher cannot be engaged in case of failure, breakdown, difficulty, or interruption of operation, preventing access to the Website or to one of its functionalities.

NFT FACTORY and the host cannot be held responsible in case of malfunction of the Internet network, telephone lines or computer and telephony equipment, particularly due to network congestion preventing access to the server.

The publisher cannot be held responsible in case of legal proceedings against users:

- As a result of the use of the website or any other service accessible via the Internet;
- Because of the user's failure to comply with these TOS.

2. Equipment used

The material used by the user to connect to the Website is under his entire responsibility. He must take all appropriate measures to protect his equipment and his own data. The user undertakes to access the Website using recent, virus-free equipment and with a latest-generation, up-to-date browser.

NFT FACTORY is not liable for any damage caused to users, third parties and/or their equipment as a result of their connection to or use of the Website, and users waive any action against the publisher and NFT FACTORY as a result.

The publisher cannot be held liable for indirect damages (such as loss of business or loss of opportunity) resulting from the use of the Website.

ARTICLE 9 – HYPERTEXT LINKS

The setting up by users of any hypertext link to all or part of the Website is authorized, subject to prior written authorization from NFT FACTORY, requested by e-mail at the following address: loris@nftfactoryparis.com

NFT FACTORY is free to refuse this permission without having to justify its decision in any way whatsoever. Should NFT FACTORY grant its authorization, it is in any case only temporary and may be withdrawn at any time without the need for justification. In any case, any link will have to be withdrawn on simple request of the brand.

The Website contains a certain number of hypertext links to other Websites, set up with the authorization of the publisher. However, our company has no possibility to verify the content of the Website thus visited and consequently assumes no responsibility for this fact.

ARTICLE 10 – APPLICABLE LAW

The present conditions of use of the Website are governed by French law and are - in the event of a dispute - subject to the exclusive jurisdiction of the competent courts of PARIS, subject to a specific allocation of jurisdiction arising from a particular law or regulation.