

These T&Cs govern the attribution and subsequent Transfer (as defined in Section 4) of this NFT offered by Believe, a French société anonyme with offices 24 rue Toulouse Lautrec, 75017 Paris (the “**Company**”), on behalf of NTO (the “**Artist**”). The distribution is operated by Rarecubes (WeConnect, 13 quai de l’Île, 1204 Genève, Switzerland) for the Company. These T&Cs constitute a legally binding agreement (the “**Agreement**”) between you and the Company. By accepting the initial offer of the NFT or by purchasing it through a Transfer, you agree to be bound by this Agreement and by the terms and conditions of the platform or marketplace on which the Transfer takes place (the “**Platform**”).

1. Definitions

“**Content**” means together:

- Any art, graphics, images, designs, logos, drawings, phonograms, pictures, recording, video, or visual and audio representation of any kind and format that may be associated with an NFT that you Own (“**IP Content**”);
- Any right to real-live events or experience associated with the NFT, giving whoever owns the NFT at the time this event or experience happens, the personal right to participate (“**Experience Content**”).

“**Equivalent**” means the value, in Fiat money such as US Dollars, Euros, etc. , of the market value of the relevant amount of cryptocurrency on the day of the NFT Transfer.

“**Licensed Rights**” mean the limited license described in Section 4.

“**NFT**” means any blockchain-tracked, non-fungible token, created by or on behalf of the Company, eligible to Transfer and in which a specific Content is incorporated.

“**Own**” means, with respect to an NFT, an NFT that you have purchased from a legitimate source, in a Transfer recorded on the blockchain, granting you limited licensed rights in the Content.

“**Third-Party IP**” means any third-party patent rights, copyrights, authorship, or other intellectual property right recognized in any country or jurisdiction, included in the Content.

2. Ownership

The Company (or, as applicable, its licensors) owns and will retain all legal right, title and interest to the IP Content, and all intellectual property rights therein. The rights that you have in the NFT are limited to those expressly stated in Section 3. **OWNING THE NFT DOES NOT MAKE YOU THE OWNER OF THE INTELLECTUAL PROPERTY RIGHTS IN THE IP CONTENT.**

3. Rights – Licence and restrictions

3.1 IP Content

Possession of the NFT grants you a **LIMITED WORLDWIDE, NON-TRANSFERABLE (EXCEPT IN A TRANSFER AS DESCRIBED IN SECTION 4), ROYALTY-FREE LICENCE TO USE, COPY AND DISPLAY THE IP CONTENT ON ANY SUPPORT WHATSOEVER, SOLELY FOR YOUR OWN PERSONAL, NON-COMMERCIAL USE, AND FOR AS LONG AS YOU OWN THE NFT, ON A NON-EXCLUSIVE BASIS** (only the Company, the Artist and Third-Party IP owner, or their assignees shall have rights in the Content) (the “**Licensed Rights**”).

You may not, nor permit any third party to do or attempt to do any of the following:

- (a) modify the NFT in any way ;
- (b) make the Content available to the public, other than the preview visible in the Wallet or on the Platform;
- (c) use the NFT to advertise, market, or sell any product or service;
- (d) use the NFT in recordings, videos, or any other form of media or art, except for your own personal, non-commercial use;

- (e) sell, distribute, or otherwise commercialize merchandise that includes, contains, or consists of the NFT;
- (f) attempt to register, trademark, copyright, or otherwise acquire or protect additional intellectual property rights in or to the NFT;
- (g) or otherwise use the NFT for your or any third party's commercial benefit.

To the extent that the NFT contains Third Party IP, you will have no right to use such Third Party IP in any way except as incorporated in the IP Content, and subject to the license and restrictions herein.

3.2 Experience Content

The Owner of the NFT on April 2, 2022 à 19H30 will be granted on this same day :

- Access for 2 persons to the Artist's Concert at Zénith de Paris,
- A "Meet & Greet" with the Artist backstage of the show,
- A night for 2 persons in a hotel in Paris (2 stars or above).

This is a one-time only experience, only available to the current Owner of the NFT and one person of his/her choice. The Owner will be sole responsible for all associated costs, and for fulfilling any condition imposed by the Zénith or the hotel for attendance. No monetary equivalent can be asked.

The Company is not responsible of any "force majeure" event (as defined by French Law) that might prevent the Owner attending or the Experience taking place, including any consequence of the Covid-19 pandemic, and no reimbursement, damages or monetary equivalent can be awarded in such a case.

4. Transfer

You have the limited right to sell the NFT on any compatible Platform, provided it is duly recorded on the blockchain and this Agreement applies (the "Transfer").

The Licensed Rights granted to you hereunder will automatically be transferred to the new owner of the NFT, upon completion of the Transfer. You will not retain any right whatsoever on the NFT.

On any Transfer:

- Platform fees will be automatically applied on the transfer price, and their amount is fixed unilaterally by the Platform and can evolve ;
- 10% of the gross transfer price will be automatically deducted, by way of smartcontract operation, to be distributed as a remuneration for the Company, the Artist, their agents and Third-Party IP rights owner.

5. Termination of the Licensed Rights

The Licensed Rights granted to you hereunder will automatically terminate and all rights shall return to the Company if: (i) at any time you sell, trade, donate, give away, or otherwise dispose of the NFT except as provided in section 4 of this Agreement; (ii) you breach any term of the Agreement, or of the Platform T&Cs ; (iii) You have a trustee, receiver or similar party appointed for Your property, become insolvent, acknowledge Your insolvency in any manner, make an assignment for the benefit of your creditors, or file a petition of bankruptcy.

6. Payment, Taxes and Fees

Payment for a Transfer is made via a blockchain digital wallet transfer (the "Wallet"). If you do not already have one, and wish to acquire an NFT, please obtain a hosted Wallet.

You understand that the NFT must be Transferred in exchange for cryptocurrency, on the blockchain, and that the Company has no control over potential "gas" fees collected by miners/validators of the selected Blockchain.

The Company is not responsible for determining the withholding, sales, use, value added, transfer or other taxes ("Taxes") that may apply to the NFT possession or Transfer. You agree that you are solely responsible for determining what, if any, Taxes apply to your Transfer, and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate taxing authorities.

For tax rate information, you may wish to consult an independent tax advisor.

7. Compliance

The Wallet must be registered to you, or, if you registered to bid as a company, then in the name of the company.

8. Limitation of liability and no warranties

All purchases of NFTs, as well as all associated charges, are non-refundable, regardless of your decision not to use the NFT, or of any disruption or impediment to the use or enjoyment of the NFT. Furthermore, as the Transfer is only possible through smart contracts running on the blockchain, there is no ability to undo, reverse or restore, any Transfer.

You acknowledge and agree that the Company:

- (a) Cannot and does not make, any promises or guarantees about the availability of the NFT or the Content on the Internet or that it will host the NFT or the Content at any specific location and/or in perpetuity;
- (b) Does not make any promises or grants any guarantees related to the Platform, wallet operators, Blockchain or any other third parties related to NFT storage or Transfer and each of their applications and/or services, including but not limited to the continued availability of either and/or the protection of any data you provide to those parties;
- (c) Is not responsible for any Transfer between you and a third party, and shall have no liability in connection with any such transaction;
- (d) Cannot and does not represent or warrant that the NFT, or its supporting systems or technology, is reliable, current or error-free, free of viruses or other harmful components, meets your requirements, or that defects in the NFT, or its supporting systems or technology, will be corrected.

THE NFT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION, OR FOR ANY FORM OF DIRECT OR INDIRECT DAMAGES, AND/OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION WHATSOEVER RELATED TO THE NFT, INCLUDING BUT NOT LIMITED TO THE CONTENT, ANY TECHNOLOGY AND/OR PARTIES RELATED TO THE STORAGE OF THE NFT AND/OR ITS TRANSFERS, INCLUDING BUT NOT LIMITED TO BLOCKCHAIN, WALLET AND/OR THE PLATFORM.

YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF A DISCLAIMING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT THE COMPANY HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ITS OWN NEGLIGENCE.

9. Assumption of Risk

You acknowledge that NFTs ARE STILL AN EMERGING TECHNOLOGY, NOT SPECIFICALLY REGULATED. THEY ARE NOT BACKED BY ANY GOVERNMENT. THEY ARE SUBJECT TO ALL USUAL RISKS OF INTERNET-NATIVE ASSETS.

You especially agree that you assume the following risks:

- (a) To the extent there is a price or market for a blockchain asset such as an NFT, such markets and prices are extremely volatile, and there is no guarantee that your NFTs will have or retain any value;
- (b) There are risks associated with using an Internet-native assets (e.g., non-fungible tokens, cryptocurrencies, etc.) including, but not limited to, the risk of hardware or software failures, Internet connections, and the risk that third parties may obtain unauthorized access to information stored within your Wallet or elsewhere, and the Company will not be responsible for any of these;
- (c) Upgrades, changes of failure of the Platform or the blockchain used, may have adverse effects on all assets using such technologies, including the NFT;
- (d) The risk of losing access to the NFT due to loss of private key(s), custodial error or purchaser error;
- (e) The risk of mining attacks;
- (f) The risk of hacking, security weaknesses, fraud, counterfeiting, cyber attacks and other technological difficulties;
- (g) The risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the NFT;
- (h) The risks related to taxation.

No communication from the Company should be considered financial advice.

You acknowledge that you have obtained sufficient information to make an informed decision to own the NFT and you understand and agree that you are solely responsible for determining the acceptability of these risks for yourself.

10. Eligibility

You represent and warrant that you have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and especially that you are of age to enter into such Agreement under the law of your country of residence.

11. Indemnity

You will defend, indemnify, and hold the Company from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your license, Transfer or possession of the NFT, including: (1) Your breach of this Agreement; (2) Your violation of any law or the rights of a third party; (3) any other activities in connection with the NFT.

12. Governing Law. This Agreement and all matters related to it and/or the NFT shall be governed by French Law.

13. If you are provided a translation of this Agreement, the original version in French will prevail.

14. We reserve the right to change or modify this Agreement at any time and in our sole discretion. The updated version would apply to all Transfers following the update.

15. Severability

If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or render unenforceable such provision in any other jurisdiction.

14. Contact Us

If you have any questions or concerns, contact us via e-mail at marketingsupport@believe.com.