

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this “**Agreement**”) is entered into by and between SOLCOMED GPNFT.NET (“**Solcomed**”) and you and is made effective as of the date of your use of this website (“**Site**”) or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the “**Services**”). Any agreements, arrangements and/or additional policies that apply to certain Sales, such as Gross Proceeds NFT’s (“**GP Terms & Conditions**”) and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a GP Terms & Conditions and the provisions of this Agreement, the provisions of the applicable Agreement shall control.

The terms “we”, “us” or “our” shall refer to Solcomed. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Site, the Services, and or makes purchases. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. MODIFICATION OF AGREEMENT, SITE OR SERVICES

Solcomed may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, Solcomed may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your information with us current. Solcomed assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, Solcomed may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You. SOLCOMED RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities (“**Users**”) who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and/or (iii) are not a person barred from purchasing or receiving the Services found under the laws France or other applicable jurisdiction. **The information and or the Services in this web site is not for publication, release or distribution, directly or indirectly, in whole or in part, in any instance, and in particularly in or into or from the United States of America or to any US person.**

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, Solcomed finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Solcomed shall not be liable for any loss or damage resulting from Solcomed’s reliance on any

instruction, notice, document or communication reasonably believed by Solcomed to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Solcomed reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

4. ACCOUNT

Solcomed does not create an account for you. Your Purchases are delivered to your e-wallet address specified by you. We are merely intermediaries, between the issuer of products, services and other digital assets and you. We do not provide any advise of any nature. All trades, sales, purchases, resales, re selling, buy back and and purchases of all kind are made on a peer-to-peer basis between individual parties.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- i. Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Services Agreement or policy that may apply to your Services and all applicable local, national and international laws, rules and regulations.
- ii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

You will not use this Site or the Services in a manner (as determined by Solcomed in its sole and absolute discretion) that is illegal, or promotes or encourages illegal activity:

- Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);
 - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
 - Infringes on the intellectual property rights of another User or any other person or entity;
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Solcomed or Solcomed's Services.
- iv. You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
 - v. You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by Solcomed.
 - vi. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
 - vii. You will not access Solcomed Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Solcomed may designate.

- xiii. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- xiv. Without limiting any of the rights set forth elsewhere in this Agreement, Solcomed expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any GoDaddy policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by GoDaddy in its sole and absolute discretion).
- xv. If your purchase or activity shows signs of fraud, abuse or suspicious activity, Solcomed may cancel any service associated with your name, email address or account and close any associated Solcomed accounts. If Solcomed, in its sole discretion, determines that any conducted activity is fraudulent, Solcomed reserves the right to take any necessary legal action and you may be liable for monetary losses to Solcomed including litigation costs and damages. To contest cancellation of Services or freezing or closure of an account, please contact Solcomed Care.

6. PROTECTION OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

Solcomed may process personally identifiable information (“PII”) about you, and/or any individual using any services provided to you under this Agreement. To the extent Solcomed processes PII for its purposes in providing the Services, Solcomed acts as the Data Controller and Solcomed’s Privacy Notice applies to such processing.

7. FEES AND PAYMENTS

You agree that your Payment Method may be charged by one us and or one of our affiliated entities.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Sales, Purchases and Services at the time you order them. All amounts are non-refundable and all sales are final. When you are purchasing Digital Assets (such as tokens, NFTs, GPNFTs and others), you acknowledge that these digital assets are non refundable, non exchangeable.

Price Changes. Solcomed reserves the right to change its prices and fees at any time, and such changes shall either be posted online at this Site and effective immediately without need for further notice to you or notice shall be provided to you by email.

Payment Types. Except as prohibited in any product-specific agreement, you may pay for purchases and Services by using any of the following “**Payment Methods**”: (i) valid credit card; (ii) SEPA payment from your personal or business account, as appropriate (iv) PayPal; or any other method you use to pay for purchases and Services as determined by Solcomed in its sole and absolute discretion, each a “Payment Method”. You acknowledge and agree that we may store your successful Payment Methods, as determined by us, used to pay for purchases and Services. All purchases and Services are sold and provided exclusively in euros.

Refunds. You agree that digital assets are non refundable, non exchangeable.

If for any reason Solcomed is unable to charge your Payment Method for the full amount owed, or if Solcomed receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that Solcomed may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, purchases and Services.

You agree that your purchases will not be delivered and that Solcomed is under no obligation to deliver any purchases and Services to you, until irrevocable clear funds for your purchase have been received by Solcomed.

Solcomed also reserves the right to charge you reasonable “**administrative fees**” for (i) tasks Solcomed may perform outside the normal scope of its sales and Services, (ii) additional time and/or costs Solcomed may incur in making its sales and Services, and/or (iii) your noncompliance with this Agreement (as determined by Solcomed in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to recouping any and all costs and fees, including the cost of sales and Services, incurred by Solcomed as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with Solcomed.

Transaction will be processed in euros, the pricing displayed during the checkout process will be the actual amount submitted for payment. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charge, which may be added to the final amount that appears on your bank statement or post as a separate amount. Please check with the issuer of your Payment Method for details. In addition, regardless you acknowledge and agree that you may be charged Value Added Tax (“**VAT**”), Goods and Services Tax (“**GST**”), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

(B) REFUND POLICY

You agree that digital assets are non refundable, non exchangeable.

8. LINKS TO THIRD-PARTY WEBSITES

This Site and the products for sale found at this Site may contain links to third-party websites that are not owned or controlled by Solcomed. Solcomed assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Solcomed does not censor or edit the content of any third-party websites. By using this Site or the products sold found at this Site, you expressly release Solcomed from any and all liability arising from your use of any third-party website. Accordingly, Solcomed encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”. SOLCOMED, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOLCOMED, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND THE PRODUCTS SOLD< THE DIGITAL ASSETS SOLD AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (IV) ANY ACTION OR FAILURE TO ACT BY SOLCOMED CONSISTENT WITH THE TERMS OF THIS AGREEMENT, AND SOLCOMED ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT AUTO-GENERATED OUTPUTS INCLUDING TEXT, LOGOS, NAMES, SLOGANS, ETC. HAVE NOT BEEN REVIEWED FOR ACCURACY OR INTELLECTUAL PROPERTY CLEARANCE. SOLCOMED MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE ACCURACY, RELIABILITY, WHETHER OUTPUTS MAY INFRINGE ON THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ETC. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL LEGAL ADVICE BEFORE YOU RELY ON ANY AUTO-GENERATE OUTPUT.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SOLCOMED, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE PRODUCTS, DIGITAL ASSETS AND SERVICES FOUND AT THIS SITE, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL SOLCOMED, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO, FROM, OR THROUGH, THIS SITE OR THE SERVICES (INCLUDING ANY SITES OR SERVICES LINKED TO THIS SITE OR THE SERVICES (WHETHER THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) AND/OR ANY REMOVAL OR ATTEMPTED REMOVAL THEREOF, (IX) ANY REVIEW, SCANNING, ACCESS TO, AND/OR MODIFICATION OF THE SERVICES USED BY YOU, INCLUDING BUT NOT LIMITED TO ANY HOSTED ENVIRONMENT, (X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, (XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT GODADDY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (XII) ANY AUTO-GENERATED OUTPUTS CREATED USING THE SERVICES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL SOLCOMED'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 EUROS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

11. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Solcomed and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Solcomed directly or indirectly arising from (i) your use of and access to this Site or the purchases and Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

12. COMPLIANCE WITH LOCAL LAWS

Solcomed makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

13. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) *Disputes.* The terms of this Section shall apply to all Disputes between you and Solcomed. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and Solcomed arising under or relating to any Solcomed Services or Products, Solcomed's website, this Agreement, or any other transaction involving you and Solcomed, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law.

(B) *Binding Arbitration.* You and Solcomed further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in this Agreement; this Section shall survive termination of this Agreement. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.

Any dispute arising out of or in connection with this Agreement, the use of this Site and/or any Sale, including any question regarding the existence, validity or termination of these Terms and Conditions, shall be referred to and finally resolved by arbitration under the ICC Rules, which Rules are deemed to be incorporated by reference into this Paragraph. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Paris France. The language to be used in the arbitral proceedings shall be English. The governing law of these Terms and Conditions shall be English law.

Governing Law and Jurisdiction - These Terms and Conditions and any non-contractual obligations arising in connection with them (and, unless provided otherwise, any document entered into in connection with them) shall be governed by and construed in accordance with English law.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

15. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

16. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

17. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the “**Agreement**”), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail.

18. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

Solcomed Legal Department
10 rue de Penthièvre 75008 Paris
France
legal@solcomed.eu