

## TERMS AND CONDITIONS

13 February 2022

First Version 1.0

GARDENLAB online service is provided by GARDENLAB SAS, a newly formed company with a capital of 1,000 euros, with its registered office at 35, lotissement la joie de vivre, 06150, Cannes. Mr. Franck TEISSEIRE is the director of publication. FIREBASE is the primary host of GARDENLAB. GardenLab can be reached at [contact@gardenlab.io](mailto:contact@gardenlab.io)

### **Scope**

Refers to what Gardenlab is committed to doing today and tomorrow and to the best of its ability: allowing you a service of exchange of NFTs and exploitation of a blockchain service in a decentralized way.

Gardenlab is neither a wallet provider, an exchange, a broker, a bank, or a creditor. Gardenlab is a peer-to-peer web3 service that allows users to find and engage directly with one other as well as NFTs on public blockchains. We do not execute or effect purchases, transfers, of NFTs, and we do not have custody or control over the NFTs or blockchains with which you are engaging. To utilize our Service, you'll need a third-party wallet that allows you to conduct blockchain transactions.

You must read and accept these terms and conditions in their entirety before using Gardenlab.

Gardenlab is an online platform that allows users to connect with Protocols and Blockchains in order to bid on, buy, trade, and sell NFTs. The Gardenlab Marketplace is an interface for interacting with Protocols and Blockchains provided by Gardenlab. The Protocol is not available from Gardenlab. Users can also create and deploy NFTs using our services.

These T&Cs apply, without restriction or reservation, to any use of the Services offered by Gardenlab on the Website to all. When the User chooses to create

an account on the Website, he/she fully and unconditionally accepts these T&Cs.

The User acknowledges that he/she has the capacity to contract and to use the Services in his/her country and declares that he/she has read and accepted the T&Cs by connecting to the platform with Metamask, a third-party service. The modal of connexion is used for this application. The login by the User to Gardenlab.io with Metamask constitutes acceptance without restriction or reservation of these T&Cs.

Unless otherwise shown, and as an evidence agreement, the data recorded in the Gardenlab computer system serves as proof of all transactions conducted by the User inside the Services.

These T&Cs are accessible at any time on the Website and will prevail over any other version or any other contradictory document.

Third-Party Services may provide links or content on the Website. Different terms and conditions and privacy practices may apply to Third-Party Services. Gardenlab is not responsible or liable for the content, products, or services provided via such Third-Party Services, or for the availability or accuracy of such Third-Party Services. The inclusion of links to such Third-Party Services does not imply that Gardenlab endorses them.

### **Connexion**

To take full advantage of Gardenlab's services, you'll need to use a third-party service such (Metamask). It is not necessary to register an account to use this service. Any issues with your account offered by a third-party service are beyond our control.

These services will evolve, upwards and downwards, but Gardenlab will always keep you informed.

### **Accessibility**

Any user connecting to Gardenlab using a cryptocurrency wallet by a third-party service is

- providing his public key

- accepting the T&Cs and any additional contractual documents governing the use of the Services.

Users have complete freedom to use the Wallet to complete transactions related to their use of the Services. At any time, he or she can credit or debit the Wallet with his or her own Cryptocurrency and Collectibles from an external wallet. The documentation includes instruction.

### **Suspension**

Without excluding other coercive measures, Gardenlab reserves the right to temporarily or permanently suspend a User public key in case of breach of these T&Cs by the User, unfair, fraudulent, criminal or harmful behaviour, and in particular but not exclusively, in the following cases:

- the User does not comply with all or part of these T&Cs;
- the User conducts auctions that are not carried out with the aim of purchasing a NFT and prove to be of a nature to disrupt the proper functioning of the Services;
- the User carries out suspicious transactions, in particular by repeatedly buying or selling his/her Collectibles at prices that are clearly out of line with the market;
- the User is suspected of fraud;
- the User uses several distinct wallets
- the User, puts online illustrations considered out of context such as Not safe for work, or any illustration inciting hatred or that can be misinterpreted.

### **Services**

Official Collection

"Stupid Dogs" is the one and only NFT collection sold and offered by Gardenlab. These are collectibles that provide you with benefits:

- Breeding system: after a while, you'll get an airdrop of NFT in your wallet.
- Fee reductions based on the amount of NFTs held

Gardenlab is committed to doing everything possible to meet its obligations; but, if it is unable to do so, the buyer assumes all risks and will have no choice but to accept the loss of his benefits.

The "Stupid Dogs" represent rights of third parties that Gardenlab exploits under licenses granted by the holders of the rights. All contractual provisions between Gardenlab and the holders of these rights are enforceable against Users.

### **Marketplace**

You can use the Services by connecting your digital wallet(s) to compatible bridge extensions, which allows you to buy, store, and transact with Polygon cryptocurrency. We will ask you to download a compatible electronic wallet extension and link and unlock your digital wallets with that extension before listing your unique digital asset for sale or making an offer to purchase a unique digital asset from another user. Your order is handed on to the appropriate extension, which completes the transaction on your behalf, whenever you make an order to sell or purchase a unique digital asset.

YOU ARE ENTIRELY RESPONSIBLE FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS PURCHASED VIA THE GARDENLAB PLATFORM. GARDENLAB MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE PLATFORM, EVEN IF INDICATORS AND MESSAGES Suggest VERIFICATION.

The Blockchain is used to conduct transactions. While Gardenlab provides an NFT marketplace, it does not buy, or assume custody or control of any NFTs, nor does it serve as an agent or custodian for any user of the Services. Instead, the Company will deposit each NFT posted for sale into a blockchain-based smart contract to confirm that the supposed seller possesses the NFT. Each NFT is automatically released after its sale is completed on the applicable Blockchain network. If you want to mint, purchase, or sell NFTs, all of your transactions will be handled only through the Blockchain network that governs that NFT. You will be obliged to make or receive payments solely through electronic means.

You've linked to the Gardenlab Marketplace using your crypto-currency wallet. We will not have access to or control over these payments or transactions, nor will we be able to reverse any of them. As a result, we will not be liable to you or

any third person for any claims or damages arising out of any transactions you conduct using the Service. Any NFT that is sold secondarily may be subject to royalties. You understand and accept that the payment of any such royalty may be programmed to be self-executing via a blockchain network's nonfungible token standard in certain circumstances, and that Gardenlab has no control or capacity to direct such money or the obligation.

Acceptable Use Policy and Gardenlab Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that:

(i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

(ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;

(iii) is fraudulent, false, misleading or deceptive;

(iv) is defamatory, obscene, pornographic, vulgar or offensive;

(v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

(vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or

(vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Services or any individual element within the Services, Gardenlab' name, any Gardenlab trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Gardenlab' express written consent;

(c) Access, tamper with, or use non-public areas of the Services, Gardenlab' computer systems, or the technical delivery systems of Gardenlab' providers;

(d) Attempt to probe, scan or test the vulnerability of any Gardenlab system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Gardenlab or any of Gardenlab' providers or any other third party (including another user) to protect the Services;

(f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Gardenlab or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

(j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(m) Impersonate or misrepresent your affiliation with any person or entity; (n) Create or list counterfeit items (including any NFTs);

(o) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S.

Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services);

(p) Engage in wash trading or other deceptive or manipulative trading activities.

(q) Use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;

(r) Fabricate in any way any transaction or process related thereto;

(s) Place misleading bids or offers;

(t) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;

(u) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

(v) Violate any applicable law or regulation; or

(w) Encourage or enable any other individual to do any of the foregoing.

Gardenlab is not bound to monitor or edit any material, or to review or edit any access to or use of the Services. However, we reserve the right to do so in order to operate the Services, guarantee compliance with these Terms, and comply with any law or other legal requirements. We reserve the right, but not the obligation, to remove or deactivate access to any content, including User Content, at any time and without notice, for any reason, including, but not limited to, if we deem it objectionable or in violation of these Terms in our sole discretion. We have the right to look into any violations of these Terms or other

conduct that has an impact on the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on the Service is prohibited. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being canceled, your assets being hidden, or you being suspended from the Services.

**Exchange, including: Purchasing, Sale or Listing**

BY PURCHASING A NFT ON THE WEBSITE, THE USER EXPRESSLY WAIVES HIS/HER RIGHT OF WITHDRAWAL.

Gardenlab is not a party to any such Purchase Terms, which are solely between the Purchaser and the Seller, and is not responsible for ensuring compliance with such terms or mediating or resolving any disputes arising out of or related to the authenticity of the NFT or any intellectual property rights associated with such NFT, including, but not limited to, any disputes arising out of or related to the authenticity of the NFT or any intellectual property rights associated with such NFT. The Purchaser and Seller are solely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms, as well as for resolving any disputes that may arise as a result of any breach of Purchase Terms. With respect to any NFTs that it sells, the Seller must adhere to and satisfy the Purchase Terms. You hold all personal property rights to the electronic record that contains the NFT when you purchase it through the Services (i.e., the right to sell or otherwise dispose of it). Such rights, however, do not include ownership of intellectual property rights in any NFT Content unless expressly stated in the Purchase Terms. Rather, you have a license to use the NFT unless otherwise stated in the purchase terms. Purchaser may only use the Content for the following purposes: (1) personal, non-commercial use; (2) attempts to sell or otherwise dispose of the NFT consistent with ownership; and (3) as part of a third-party offering compatible with the purchased NFT in the normal course of such offering's permitted end-use.



Fees that Gardenlab collects to support the NFT creators and the Gardenlab Marketplace, as posted on the Site or otherwise set forth in these Terms, may apply to transactions on the Gardenlab Marketplace. The gross amount paid by the Purchaser of your NFT on the Gardenlab is referred to as "revenue." You also agree to pay all other applicable fees, such as Gas Fees and hosting fees, and you allow Gardenlab to charge you for such fees automatically or deduct such fees (including the Transaction Fee) directly from the Purchaser's payments. Taxes (as defined) are not included in the payments provided to Creators.

Gardenlab does not intervene in any way in the choice of the Collectibles offered for sale on the Marketplace nor in the determination of the selling prices fixed by the Sellers. More generally, Gardenlab does not intervene in any way in the sale between Buyer and Seller within the Marketplace. Consequently, Gardenlab never acts as a counterpart to this sale.

Warranty Disclaimers. THE SERVICES, ANY CONTENT CONTAINED THEREIN, AND ANY NFTS (INCLUDING ASSOCIATED NFT CONTENT) LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. GARDENLAB (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. GARDENLAB DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY CONTENT CONTAINED THEREIN AND ANY NFTS LISTED THEREIN. WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES. GARDENLAB DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON

THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES. WHILE GARDENLAB ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, GARDENLAB CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY NFTS LISTED THEREIN, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY. GARDENLAB WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK. NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, GARDENLAB MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE SERVICES. THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS,

TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

### **Support**

Support is available on the Website. Section “Help” in the footer.

Gardenlab undertakes to respond as quickly as possible, depending on the number of requests in process.

### **Listing and delisting of Offers**

Any user can list a Collectible Offer on the Marketplace. The Collectibles listed on the Marketplace are chosen solely by the Sellers offering them for sale.

Gardenlab reserves the right to remove from the Marketplace the Offers of a Seller, especially, but not exclusively, if the Seller:

- does not respect the applicable regulations;
- does not respect the T&Cs;
- is subject to a temporary or permanent suspension of his account;
- makes fraudulent use of the Services.

### **Tax and social security obligations**

Gardenlab wishes to remind Users that the sale of NFTs is likely to be taxable income under applicable tax legislation, particularly when the sale price of the NFT is higher than the purchase price. Users are strongly encouraged to contact the appropriate tax and social security authorities to ensure that they are meeting their tax and social security obligations.

It is solely the Users' duty to report the proceeds from the sale of their Collectible to the appropriate tax and social security authorities.

Users residing in France for tax purposes can fulfil their tax obligations via the French tax authority's website, [www.impots.gouv.fr](http://www.impots.gouv.fr), and obtain information on the tax regimes that may apply and the tax declaration procedures on the page accessible via the following link:

<https://www.impots.gouv.fr/portail/node/10841>

Users residing in France for tax purposes may, where applicable, fulfil their social security obligations via the social security website, [www.urssaf.fr](http://www.urssaf.fr), and obtain information on the social security schemes that may apply and the reporting procedures: <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>

Gardenlab makes available to each Seller, at the beginning of the year, a statement of transactions summarizing the number and amount of transactions made by the Seller through the Marketplace.

### **Disputes on the Marketplace**

Gardenlab works as a middleman between Sellers and Buyers as part of its Marketplace. As a result, Gardenlab will not be held liable for any losses incurred as a result of a sale, whether as a result of the price or an act performed by one of the parties.

Furthermore, the Marketplace's services are limited to transactions between the Buyer and the Seller. Gardenlab's liability cannot be incurred in relation to services that Gardenlab is unconcerned about.

As a result, the Buyer must address any potential claim to the Seller. The processing of claims is completely the responsibility of the Seller. Nonetheless, Gardenlab has the right, in its sole discretion, to participate in arbitration if the Seller fails to respond to a request or resolve a disagreement.

### **Liability of the Users**

The User guarantees Gardenlab against any breach, exceeding the foreseeable risk, that could result from the use of the Services.

The User undertakes to use the Services only in accordance with the T&Cs. It is not authorized to reconstruct the Services, decompile, disassemble or

circumvent the technical restrictions it contains, except to the extent that such operations would be permitted by applicable laws.

The User guarantees Gardenlab against fraudulent, unfair or bad faith use of the service, in particular if this interferes with the use of the service by other Users.

### **Liability of Gardenlab**

Gardenlab works hard to provide you with a service that works day and night, summer and winter. But our team is human and is not immune to accidents or mistakes.

If we make a mistake in the execution of our mission, we will be accountable!

However, we will not be able to pay you more than you have given us in the previous twelve months, unless the law provides otherwise...

### **Disclaimer**

Users expressly understands and agrees that access to and use of the Services is at the User's own risk, and that the Services are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, except as otherwise provided by law.

To the fullest extent permitted by law, Gardenlab does not represent or warrant that: (i) access to or use of the Services will be uninterrupted, timely, secure or error-free; (ii) usage data provided by the Services or on the Website will always be accurate; (iii) the Services are free of malwares or other harmful components.

Users accept the security risks inherent in the provision of information, online trading on the internet and experimental technologies such as blockchains and non-fungible tokens, and agree that Gardenlab shall not be liable for any breach of security unless caused by gross negligence on the part of Gardenlab.

Gardenlab is not responsible for any losses incurred by Users as a result of using the blockchain network and digital asset wallets. Gardenlab has no

control over the blockchain network and shall not be liable for any losses arising from the blockchain.

Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, so some or all of the above exclusions may not apply to all Users.

### **Services content**

As a hosting provider, Gardenlab is subject to a limited liability regime as provided by the EU Directive of the 8 June 2000 (2000/31/EC) on E-commerce.

Therefore, Gardenlab cannot be held liable for the content released by the Users as well as the contents exchanged between them and gives no guarantee, express or implicit, in this respect. Gardenlab is a third party to Users relationships and thereby excludes any liability in this regard.

### **Liability**

Gardenlab undertakes to implement all the necessary means to ensure the best delivery of the Services provided. However, Gardenlab can only be bound by an obligation of best endeavour.

In the event of failure of Gardenlab, it shall be liable only for direct and reasonably foreseeable damage, unless otherwise provided by law or regulation. Indirect damages that may result from failure or use of the Service are expressly excluded.

In any event, Gardenlab may not, unless otherwise provided by law or regulation, be held liable beyond the amounts invoiced to the User during the last twelve months.

In particular, unless otherwise provided by law or regulation, Gardenlab shall not be held liable for:

- breakdowns or malfunctions of the Services lasting less than 24 hours or that are not the responsibility of Gardenlab;
- data, Collectibles or Cryptocurrencies losses of Users not being imputable to Gardenlab, in particular, but not exclusively, in the event of

hacking of the User's account due to negligence in the conservation of his connection details.;

- an unusual or illegal use of the services offered, by a third party or by a User;
- direct or indirect damage resulting from the use of the Services offered;
- a malfunction or cyberattack;
- the harmful consequences of an account suspension carried out under the conditions set out in Article 3.3 of these T&Cs;
- an adverse event during the auction, both in the course of the process and at the stage of establishing the floor price and the final price ;
- any case of force majeure, within the meaning of Article 1218 of the French civil code, including a failure of the blockchain protocol used to run the Services.

### **Termination**

The User may terminate these T&Cs at any time by requesting the deletion of his/her account pursuant to Article 3.2 of these T&Cs.

Gardenlab may at any time, for any reason and in its sole discretion, terminate these T&Cs and suspend the Services without notice. Users agree, to the fullest extent permitted by law, that any suspension or termination of access to the Services may be without notice, and that Gardeblab shall not be liable for the consequences of any such suspension or termination.

In case of termination of these T&Cs or suspension of a User's account, Gardenlab will provide Users with the opportunity to withdraw their NFTs and Cryptocurrencies, unless the termination or suspension of the account was decided due to a violation of these T&Cs by the User or due to any alleged fraudulent, abusive or illegal activity. In the latter case, the termination and/or suspension of the account will be without prejudice to any other legal action that Gardenlab may take against the User.

### **Gardenlab's content**

All intellectual property rights on the Website content, excluding the Users generated content, are Gardenlab's property. They are provided free of

charge within the exclusive framework of the use of the Services. Therefore, any use of these contents without the prior permission of Gardenlab is unlawful.

Gardenlab is the service's database producer. Any unauthorized extraction or reproduction is prohibited.

The User is the definitive owner of the NFT that he purchases in accordance with these T&Cs, in a legitimate manner and in good faith.

Notwithstanding any contrary provisions in these T&Cs, the User has the right to freely dispose of the NFTs he/she owns (sale, loan, donation, transfer, etc.).

Except as otherwise expressly provided, use of the Services or purchase of a Collectible does not confer any ownership or other rights in the content, code, data or other materials on the Website that may be accessed through it nor over the Services or over Gardenlab's rights or Third-Party Rights that may be associated with the Services.

Subject to compliance with these T&Cs, the User is authorised, on a non-exclusive basis, to use, reproduce and display the Collectible Related Rights associated with the Collectibles represented by the NFTs that he/she legitimately owns, for personal and non-commercial purposes only.

Under no circumstances may the User, without Gardenlab's prior written consent, do or attempt to do any of the following to the NFTs, whether or not owned by the User: (i) use the NFT and all NFT Related Rights associated with NFTs owned by him/her for commercial purposes, advertising or promotion of a third party product or service; (ii) market merchandise, physical or digital, that represents the purchased NFT; (iii) alter the image associated with the NFT; (iv) attempt to claim any additional intellectual property rights relating to

Furthermore, the User understands and agrees that additional restrictions on the use of NFTs representing Third-Party Rights may be later imposed to ensure compliance with the license granted by the owner of the relevant rights. User expressly agrees to comply with all such restrictions from the date of email notification of such restrictions by Gardenlab.



**Privacy policy and Personal data**

Gardenlab is fully committed to respecting your privacy and the confidentiality of your data.

Gardenlab's privacy policy is available here: [gardenlab.io/privacy\\_policy](https://gardenlab.io/privacy_policy)

**Personal data**

Information which directly or indirectly identifies Users (hereinafter "Personal data") is processed by Gardenlab in connection with User's use of the Services, including by means of cookies.

For more information on how Gardenlab' processes your Personal Data and its use of cookies, please refer to the Privacy Policy available on Gardenlab's website.

**Cookies**

During the consultation of the Website, cookies may be registered on the User's electronic communications equipment to make the website use easier and to collect statistics relating to attendance and access.

Cookies are text files that the website records on the terminal in order to store various technical data to facilitate the Website use and to collect statistical information about its Users.

Users are informed beforehand of the store on their terminal information.

Users are free to accept or refuse the storage of cookies. Continuing to navigate on the Website after having been informed means that the User accepts the data collection.

**Hyperlink**

If you click on a link that leaves the Website, Gardenlab is not responsible for what happens on the other side!

The Service may contain hypertext links redirecting to third party sites. The Service has no control over these sites and declines all responsibility for access, content or use of these sites.

**Amendment**

Nothing is immutable (except Bitcoin and Gardenlab Collectibles): We will be able, in your interest or its own, to add, modify or delete its services but also the rules of the game!

Gardenlab can change these GTCs at any time. The applicable version of T & C is the latest version published on the day the service was used. The GTC version number and effective date are given at the beginning of the document. Gardenlab will notify you by email of important changes at least 15 days before the effective date. If you do not agree to the revised Terms of Use, you may terminate the Terms of Use immediately and send a clear email to Gar stating that, or by deleting your account in accordance with the terms of these Terms of Use. You have the right to stop using the service. For users who have not terminated these Terms of Use prior to the effective date of the revised Terms of Use, continued use of the Service shall constitute acceptance of the revised Terms of Use.

Gardenlab reserves the right to change or discontinue the accessibility of services and / or websites or applications in whole or in part at any time. Article -Non-Abandonment The fact that the Gardenlab does not activate the clause in the spring does not mean that it cannot be activated in the summer. Similarly, if a clause becomes invalid, for example due to a change in law, the remaining general terms will continue to apply as if nothing had happened.

If Gardenlab does not require the other party to fulfill its obligations under these Terms at any time, Gardenlab will not affect your right to demand subsequent fulfillment.

The invalidity of these GTC provisions does not affect the validity and compliance obligations of other provisions.

Jurisdiction and Applicable Law the following rules apply: It depends on the general terms of use. French law applies. Friendly solution, you will try. If you fail, go to the court in Cannes.

**Applicable Law**

These GTCs are governed only by French law.

### **Disputes and Arbitration**

In the event of a dispute between Gardenlab and the user, the latter promises to notify the Customer Service Department at the following address: [contact@gardenlab.io](mailto:contact@gardenlab.io). Be careful to provide contact details and information that will allow you to assess the cause and impact of the dispute.

Consumers can call an independent ombudsman for free by emailing [contact@Gardenlab.com](mailto:contact@Gardenlab.com) or by mailing to the company's address. Upon receipt, Gardenlab promises to organize an arbitration as soon as possible.

Users can also contact the European Commission's online dispute resolution body at the following address: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr).

**Jurisdiction** In the event of a dispute, consumers may resort to jurisdiction with jurisdiction in accordance with the law. Without compulsory legal jurisdiction, only the Court of Appeals in Paris has jurisdiction.

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