

SPECIAL TERMS OF SERVICES:

MEMBERSHIPS

Updated the 24/10/2023

Please read these Special terms of Services(the"**T&C**") carefully, as they govern Your use of (including access to) the personalized services of Tokenomeme which include the website "<http://www.tokenomeme.wtf>" (hereinafter the "**Site**") and other products, features, applications, services, technologies and software that We offer as part of the "**Tokenomeme Services**" as set forth in the Agreement.

The use of Tokenomeme Services is subject to additional terms and conditions (hereinafter the "**Agreement**") set forth by Tokenomeme, which we can provide to you upon request by e-mail to kontakt@tokenomeme.wtf.

By registering for or using the Tokenomeme Services, and/or buying a Membership, You agree to and acknowledge being bound by these Special Terms and any contractual documents related to the Agreement.

Tokenomeme SAS is a French « société par actions simplifiée » company with capital of 100 (€) euros, registered in the Créteil Trade and Companies Register under number 904 907 706, having its registered office at 3 avenue du Docteur Tourasse 94100 Saint-Maur-des-Fossés and with intra-community VAT number FR38904907706.

Tokenomeme SAS is represented by its President, Mr. Alexis Proutet, and can be contacted by email at "kontakt@tokenomeme.wtf".

The Site is owned by Tokenomeme SAS and published by Tokenomeme SAS.
The publisher is Mr. Proutet.

The site host is Vercel Inc, a Delaware company whose address is 440 N Barranca Ave 4133 Covina, CA 91723 and whose website is accessible at <https://vercel.com/> and contact details at privacy@vercel.com.

The official Tokenomeme NFT smart contract have the following public address:

POLYGON Public Key: 0x3381778dBA45A17B8dB62f8A0593FBeF4a632ae5

<https://polygonscan.com/address/0x3381778dBA45A17B8dB62f8A0593FBeF4a632ae5>

ARTICLE 1 – DEFINITIONS

To help you understand better, here are some definitions. When in doubt, come back to this section. This will help you avoid some misunderstandings.

- **Blockchain** : shared electronic recording device.

- **NFT (non-fungible token)** : Any digital asset representing the tangible attachment of one or more data onto the blockchain. In this case, these data only represent a Tokenomeme Collectible item/Membership.

- **Collectible / Tokenomeme Collectible item / Membership(s)**: pictures of a dog with different parody design, accessories, backgrounds and items more or less rare. Each Collectible is attached to a NFT and the Content is licensed under the [Meme Commons license 1.0](#) with additional terms specified in its latest [appendices as attached here](#) ». The sole purpose of these "Memberships" is to provide access for a limited time to an evolving loyalty program determined, at any time, by Tokenomeme at its sole discretion.

- **Contest (ended)**: <https://www.tokenomeme.wtf/Ended-Contest-terms-conditions.pdf>

- **Meme Commons**: refers to the [Meme Commons license 1.0](#) applied to each Tokenomeme Collectible item, and to its [appendices](#) describing the calculation and sharing of the fair cut.

- **User**: any natural or legal person using services proposed by the Service or visiting the website with plain legal capacity.

- **Buyer**: Any User acquiring a Collectible directly from Tokenomeme SAS, without going through another platform, NFT marketplace or any third party that would distribute a Tokenomeme Collectible item.

- **Order**: Any manifestation of will by the User to confirm an order to purchase the Collectible.

- **Minter / Mint**: act of buying a Collectible item in the primary market.

- **Holder**: refers to Collectible possessors.

- **Community**: All Holders combined.

- **Whitelist**: list of wallet addresses identifying a buyer who gets a discount on certain Collectible items sales.

- **Free mint**: list of wallet addresses identifying a buyer who gets an Airdrop on certain Collectible items sales.

- **Aidrop**: Free distribution of Collectible items by Tokenomeme SAS, which may take a promotional form to reward users, or be part of the loyalty program set up by Tokenomeme.

- **Tokenomeme:** refers to Tokenomeme SAS.

- **Services:** Collectively refers to the services described in this Special Terms and directly related to the operation, use and purchase of the Memberships according to the terms set out in the Agreement and the present Special Terms, including the Order Form related to the Memberships.

- **Site:** Tokenomeme's website at the following address "<https://tokenomeme.wtf/> "

- **Special Terms :** refers to the current document. These Special terms of Services constitute a contract between you and Tokenomeme to govern access, the use of the website, and all services associated with or the Collectible purchase in the scope of the Agreement.

- **Third Party services:** refers to non-worked services by Tokenomeme but provide content or additional functionalities to Users like community monitoring through social media (Twitter, Instagram, TikTok, Facebook, LinkedIn, Discord), buy and sale of digital assets (e.g. OpenSea), digital assets wallet (Metamask, <https://withpaper.com/>, <https://thirdweb.com/>), information consultation of Collectable items rarity (Rarity tools), extern Collectible items marketplace. These Third-party services are proposed by Tokenomeme under the service provider's liability of those for whom relations with Users are governed by their general terms and conditions.

- **Wallet:** Software for storing, sending and receiving tokens and NFTs. A cryptocurrency wallet contains a public key and a private key. The public key of the wallet is visible to all users while the private key is confidential and must never be disclosed. The disclosure of the private key by the user would be like communicating the secret code of his bank card. In order to create a Wallet, you just have to download a software or an application for free on any secure platform (e.g. <https://metamask.io/>, <https://withpaper.com/>, <https://thirdweb.com/>), and let the program automatically generate a Wallet address which is unique and without a time limit.

- **Content:** Any content shared by the user or, if specified, by Tokenomeme.

- **Royalties / fair cut:** refers to a percentage of sale outcomes that have to be transferred to the Intellectual Property rights owner of a Tokenomeme Collectible item in the scope of the Meme Commons license and the appendices applying on this Collectible.

- **Krocket-bonies (community points):** Loyalty points awarded to the community based on the evolving loyalty program determined by Tokenomeme SAS as it evolves.

- **Smart contract:** Computer programs that perform tasks through transactions recorded on the blockchain, allowing the creation and sale of Collectibles. Each smart contract is identified by a contract address.

Article 2 – SCOPE OF APPLICATION

2.1. In the scope of the Special Terms, the Tokenomeme Service is a website that gives the possibility for Users to purchase Memberships materialized in NFT. The Services are available on <https://tokenomeme.wtf/>.

2.2. These Special Terms are applied, within the scope of the Agreement, to any Service proposed by Tokenomeme on the Website. They are written in French in their original version which alone is authentic and prevails over any other version.

2.3. By using the Services of Tokenomeme available on its website or social networks, the User fully and plainly accepts, without restrictions or reservations, the current Special Terms as part of the Agreement as stated herein. The User declares to have read and accepted the Special Terms by purchasing Collectible items issued from Tokenomeme. The fact of placing an order to purchase a Collectible, to mint a NFT or interacting with a smart contract belonging to Tokenomeme implies the User's full and unreserved acceptance of these Special Terms, Agreement and Meme Commons license.

2.4. These Special Terms are available on the Site and will prevail, within the Scope of the Agreement, over any other contradictory document.

2.5. The failure to exercise any of the rights set forth in these Special Terms at any time, or the failure to enforce any of the provisions of these Special Terms, shall not be construed as a modification of the Agreement, or as an express or implied waiver of the right to exercise such right in the future, or of the right to require strict performance of any of the obligations contained herein.

2.6. In the event that any of the terms of the Special Terms are deemed illegal or unenforceable by a court decision, the other provisions shall remain in force.

2.7. The user recognizes detaining the legal capacity to contract and use the Services in his country, has reached the age of majority, is not under guardianship or trusteeship.

The Buyer certifies not to be the subject to any restrictions and to have all the necessary authorizations to purchase Collectibles. Tokenomeme is not responsible for the Buyer's failure to comply with any applicable state or local regulations. The services, Collectible sales and benefits offered by Tokenomeme are worldwide in scope, with the exception of PEPs ("politically exposed persons") nor a national of the USA, North Korea or other countries that Tokenomeme reserves the right to refuse.

2.8. All the information concerning the Collectibles is specified within the website, accessible below:

<https://tokenomeme.wtf/>

These informations are subject to change at any time, and describes, for information purposes only, the specifics of the Memberships, and more generally, the information related to the loyalty programs and uses of these Memberships.

2.9. Tokenomeme reserves the right to adapt or modify these Special Terms, its loyalty programs, and the information published in the context of its activity at any time, taking into account the possible evolution of the Site. Tokenomeme invites the User and the community and to consult the Agreement and Special Terms regularly, especially before placing an order. From the date of their publication, the then current Special Terms will be applicable to all services provided.

ARTICLE 3 – SERVICES PROVIDED BY TOKENOMEME

3.1.1. Tokenomeme provides Collectible items for sale in limited quantities, at a determined price, and for a certain time. There is no reservation price.

3.1.2. Tokenomeme might, at its sole discretion, give you the possibility to purchase Tokenomeme Collectible items and allows holders to join the Community and have access, when available and for a limited time, to promotional offers, trials and loyalty programs.

3.1.3. When a Collectible item sale is opened, it is necessary to choose the Blockchain Polygon to mint a Collectible on this specific Blockchain. The Minter must connect with the relevant Third-party services' wallet (Metamask, ConnectWallet, Coinbase Wallet, <https://withpaper.com/> , thirdweb.com) and sign with its wallet in order to execute the transaction using the cryptocurrency of the specific Blockchain.

3.1.4. The Collectible item will be associated with the Holder's wallet account (Metamask, ConnectWallet, Coinbase Wallet, Rainbow, <https://withpaper.com/>, thirdweb.com). Thus, he can log in to the Opensea (<https://opensea.io/>) platform to see his Collectible item.

3.1.5. Collectible are issued from Tokenomeme depending on the rarity level of each Collectible item. A Collectible item rarity is guaranteed by an underlying NFT. By purchasing a Collectible, the Minter fully acknowledges that the Collectible and its level of rarity are not revealed upon receipt. The Minter acknowledges that he is buying the Collectible according to the essential characteristics of the Collection to which each Collectible is associated. He may not argue any lack of consent or non-conformity due to the fortuitous aspect of the Collectible that he acquires after the mint.

3.1.6. When a Buyer mint a NFT with a wallet address listed on the Whitelist or Free mint list, the price will depend on the discount, airdrop and time limit set by Tokenomeme.

3.1.7. In case of interruption (technical issues), making the sale impossible, Tokenomeme reserves the right to extend the sale period.

3.1.8. Any order implies acceptance of the description of services and prices in effect during the period of sale of the Collectibles. Before confirming the order, the user will have the opportunity to check the order, its total

price, the conditions of the order, and the payment terms on <https://withpaper.com/checkout/f9c0d6f2-42df-4f17-973f-134e936f8894>. He will be able to modify or go back on this order before validating it.

3.1.9. By signing with his wallet address (or buying by email), the Minter validate his order. Due to the nature of NFTs, any order confirmed by the buyer will be considered as irrevocable.

3.2. Particularity of the sale of Tokenomeme Collectible items

3.2.1. The sale of "Collectible" NFTs may involve the use of third-party services such as <https://withpaper.com/> and <https://thirdweb.com/>, and in particular the use of Blockchain technologies, decentralized platforms, of which the buyer accepts the risks. The buyer acknowledges having knowledge of the nature of the "Collectible" NFTs and the existing risks within the NFT and crypto-asset market to which it is subject.

3.2.2. Tokenomeme disclaims any responsibility for the buyer's decision to proceed with the purchase of Collectible. Tokenomeme reminds that the "Collectible" NFTs represents risks, and is beyond the control of Tokenomeme. The purchase of Collectible will therefore be subject to a final commercial transfer agreement between Tokenomeme and the buyer.

3.2.3. According to the T&C, after receiving the Tokenomeme Collectible item, the holder can freely transfer his Collectible, as well as the rights attached to them. Tokenomeme reminds that these operations must be carried out by the holder in consideration of his financial situation, his capacity to suffer partial or total losses of capital, his risk appetite, his knowledge and experience in NFT and crypto-assets.

3.2.4. As part of the services offered, Tokenomeme reserves the right to make direct or promotional sales of Collectible, including through its Site and other platforms.

3.2.5. Payment shall be deemed received only upon receipt of the full purchase price in the agreed upon currency or digital asset. The fees specified in Article 4.2. shall not be deductible from the purchase price.

3.2.6. Authorized means of payment:

The currency, legal tender or digital assets usable for the payment will depend on the means of payment used to mint a Collectible. The means of payment are indicated during the purchase process accessible by <https://withpaper.com/checkout/f9c0d6f2-42df-4f17-973f-134e936f8894>. The price indicated in MATIC (cryptocurrency of the blockchain Polygon) always prevails over any set or estimated price in any other currency or legal tender such as Euros(€) or Dollars(\$). The payment third-party services proposed on <https://withpaper.com/> (https://thirdweb.com), allow to buy either via wallet in MATIC or by credit card for a price estimated in Dollars (USD) by Paper/Thirdweb when using its "NFT Checkout Service" (<https://withpaper.com/terms>). Tokenomeme shall not be held liable for any problem arising during the payment

transaction and/or the transfer of Collectible and, but not limited to, any price misestimation, error, bug, loss of capital arising from these Third Party Services.

3.2.7. Once the payment is received and the order is accepted by Tokenomeme, all information about the transaction will be available on <https://polygonscan.com/>, using the Transaction hash (Txn hash) associated with each blockchain transaction.

ARTICLE 4 - PRICE AND FEES

4.1. Collectible prices

4.1.1. The orders on the website are orders with payment obligation.

4.1.2. Promotional offers are only valid within the double limit of the validity period of the offer concerned and the available Collectibles.

4.1.3. In the context of the Collectible sale, only the nominal price of the Collectible set at 19.69 MATIC prevails. This price is subject to change at the sole discretion of Tokenomeme. For any purchase in any other currency, crypto-currency or authorized digital asset, the exchange rate will be determined according to the price communicated by <https://withpaper.com/> on its website during this third-party service payment process.

4.2. Cost of using a remote communication technique:

4.2.1. Access to the Site is via the Internet. The costs of access to the Internet by means of a remote communication service are borne by the buyer.

4.2.2. The buyer is also exclusively responsible for any exchange fees, lockup fees, vesting fees, and more generally, any fees inherent to transactions using smart contracts and one or more blockchains.

4.2.3. Any additional fees charged by a Third Party Service, such as <https://withpaper.com/>, are the responsibility of the Buyer, who must pay these fees to the third party involved, as they are indicated, in particular when buying a Collectible.

4.3. Amount of Collectible fees

4.3.1. In consideration of the services rendered by Tokenomeme, fees of 4.20% will be charged automatically on each Collectible resale transactions.

4.3.2. The Buyer hereby accepts the technical operation, the Tokenomic, and the conditions automatically applied within the smart contracts deployed by Tokenomeme.

4.4. Collectible Delivery

4.4.1. Due to the intangible nature of the NFTs, delivery is made via smart contract to the wallet address used by the buyer to sign the transaction. Delivery times depend on the blockchain used and the smart contracts deployed and of Third-Party Services such as <https://withpaper.com/>. They can be prolonged due to congestion of the blockchain network used. Depending on the chosen payment method, the buyer will be able to follow the status of the transaction on <https://polygonscan.com/>, using the Transaction hash (Txn hash) associated with each blockchain transaction.

4.4.2. After conclusion of the contract, the Collectible will be delivered according to the time of transaction inherent to the blockchain Polygon and the processing of the transfer by Third-Party Services such as <https://withpaper.com/>.

In case of a delay in the total delivery of the Collectible attributable to Tokenomeme, the buyer will have the right to request the cancellation of the sale of the Collectible by registered letter with acknowledgement of receipt or on any other durable medium (in particular by email with acknowledgement of receipt).

4.4.3. In this case, the sale will be considered cancelled upon receipt by Tokenomeme of the letter informing it of the cancellation, unless Tokenomeme has performed in the meantime.

4.4.4 In the event of cancellation of the sale due to non-delivery of the Collectible, Tokenomeme will refund the Buyer within 14 days from the date of cancellation. If the Buyer receives the Collectible in the meantime, the Buyer is required to inform Tokenomeme and return the Collectible to the wallet address that will be provided for the return of the Collectible. Only undelivered Collectibles will be refunded.

4.4.5. To ensure the delivery of the Collectibles, Tokenomeme uses Third-Party Services, protocols and smart contracts to automate the delivery. Once the protocols are activated, Tokenomeme loses all control over the management of the Collectible and cannot be held responsible for any loss of Collectible caused by the buyer, a Third party or a technical problem with the smart contract, protocol, IPFS, or the blockchain on which it is deployed. The protocols will automatically apply under the predefined conditions and terms of services set forth by the Third-Parties involved.

ARTICLE 5 - SITE CONTENT - SOCIAL NETWORKS

5.1. As part of its loyalty program, its promotional actions, and more generally its communication policy towards its community or any third party, Tokenomeme sometimes uses and creates content of a transformative and parodic nature.

5.2. Due to the humorous nature of memes and GIFs, such transformative content is parodic in nature and may include humor, mockery, humorous metaphor, noticeable differences, or any use that falls within the scope of

parody. The parodic nature of the content will sometimes depend on the context, which alone will change the spirit of the parodied work.

5.3. Article L122-5 of the French Intellectual Property Code, transposing the provisions of Directive 2001/29/EC, establishes a list of exceptions to copyright and related rights, including in particular the exception of parody, pastiche and caricature.

5.4 Due to their nature, some contents created and shared by Tokenomeme or its users fall within the scope of these exceptions to copyright.

5.5. All of these prerogatives will therefore apply to informational and advertising materials, the website, social networks or any context in which Tokenomeme interacts with its community or third parties.

ARTICLE 6 - USER GENERATED CONTENT

6.1. Because of the services offered to its users, Tokenomeme can, at its sole discretion, make available to the community a loyalty program, in which the community, Buyer and/or each user is free to participate.

6.2. As part of, or as a result of, the Site and social networks made available by Tokenomeme, Users may create, submit, publish, distribute, share or broadcast content and materials, including, but not limited to, memes, GIFs, transformative and parodying content, text, writings, videos, audio recordings, photographs, graphics, comments, suggestions, personal information or other materials.

6.3. Due to the Services offered by Tokenomeme on its Site or its social networks, the content generated by users will be essentially parodic, highly transformative and/or covered by a copyright exception. Tokenomeme is therefore subject to a limited liability regime under the European Directive of June 8, 2000 (2000/31/EC) on electronic commerce.

Thus, Tokenomeme cannot be held responsible for derivated works and content generated by users on its Site or other social networks, in which users would interact with other users or any third party.

6.4. Tokenomeme has limited resources and cannot filter contents (on its Site or social networks) prior to their publication. However, if Tokenomeme becomes aware of any use of the Site and Social Networks in violation of any third-party rights, applicable law, or the Special Terms, sanctions may be applied as provided herein.

6.5. Thus, when you create or make available content, you firmly declare that: Your content does not violate any trade secret, intellectual property right, copyright, patent, trademark or moral right of any third party. You are the creator, owner or have the necessary licenses, rights, consents, releases and permissions to use and authorize Tokenomeme and the community to use your content in the manner contemplated herein :

- Content that transforms copyrighted works, without prior authorization, is covered by one of the exceptions to copyright and related rights as specified in these T&C.

- Your content does not violate any image or privacy rights. You have the written consent and/or permission of each identifiable person to allow the inclusion and use of your content on the Tokenomeme website or social networks.

- Your Content is not promotional or representative of unsolicited or unauthorized advertising, pyramid schemes, chain letters, spam, or other forms of solicitation. In addition, it is not false, inaccurate or misleading.

- Your content does not contain any offensive comments related to ethnicity, origin, gender, sexual preference, political interests or disability. They are not derisive or abusive of any person or community; nor are they obscene, violent, disparaging, intimidating, harassing, defamatory, libelous or otherwise objectionable. In addition, it does not advocate the violent overthrow of any government or incite, encourage or threaten harm to others.

- Your content does not interfere with freedom of expression. However, remember that your freedom of expression is exercised with respect for others and the community.

- your content does not violate any law or regulation regarding child pornography, or otherwise intended to protect the health or welfare of minors; and does not seek to obtain personal information or exploit minors in a sexual or violent manner.

- Your Content does not generally violate or encourage violations of any applicable law or regulation or any provision of these Special Terms.

6.6. Each user hereby grants Tokenomeme a worldwide, non-exclusive, transferable, royalty-free, and fully sublicensable right to use, copy, display, store, adapt, modify, publicly perform, and distribute his or her content and any derivative work shared on his Site, social networks (discord, telegram, twitter, etc.) or by using services made available by Tokenomeme.

Article 7 – Guarantee

7.1. In addition to the existing exclusions, the Buyer benefits from the legal guarantee of conformity (articles L.217-4 to L217-12 of the French Consumer Code) and the legal guarantee relating to defects in the thing sold (articles 1641 to 1648 and 2232 of the French Civil Code).

7.2. Guarantee of conformity

7.2.1. Within the framework of the legal guarantee of conformity, the consumer has a period of two years from the delivery of the goods to act against the seller.

7.2.2. Pursuant to Article L.217-4 of the French Consumer Code, the seller delivers goods that conform to the contract and is liable for any lack of conformity existing at the time of delivery.

7.2.3. Under Article L.217-5 of the French Consumer Code, the goods conform to the contract:

- If it is suitable for the use usually expected of a similar good and appropriate;

- if it corresponds to the description given by the seller and has the qualities that the latter has presented to the buyer in the form of a sample or model;
- if it has the qualities that a buyer can legitimately expect in view of the public statements made by the seller, by the producer or by his representative, particularly in advertising or labeling;

- Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.

7.3. Guarantee against hidden vices:

7.3.1. The buyer can decide to exercise the legal guarantee against the hidden defects of the sold thing within two years as from the discovery of the defect making it unfit for the use for which it was intended, or which decreases so much this use that the buyer would not have acquired it, or would have given only a lesser price of it, if it had known them. This guarantee applies to the exclusion of any negligence, fault of the purchaser, fluctuation of the price of the token on the marketplaces of cryptocurrencies, or data-processing faults discovered after the setting in force of the present Special Terms. In accordance with Article 1644 of the French Civil Code, the latter will then choose between the resolution of the sale or a reduction of the sale price.

7.4. Terms and conditions for the exercise of legal guarantees

7.4.1. Any claim on the apparent defects or on the non-conformity of the delivered Collectibles compared to the information given at the time of the presentation of the Collectible on the Site, must be confirmed by the purchaser to Tokenomeme within 48 hours following the reception of the Collectible either by registered letter with acknowledgement of receipt to the following address

3 avenue du Docteur Tourasse 94100 Saint-Maur-des-Fossés, France;

or by email at the following address: kontakt@tokenomeme.wtf.

7.4.2. The buyer must provide all justification as to the reality of the nonconformities or defects observed.

7.4.3 By reporting the defect or non-conformity of the Collectible, the buyer will obtain a return authorization from Tokenomeme, specifying the wallet address and the terms of return of the tokens. Once the return authorization is obtained, the Buyer will ship the Collectible(s) back to Tokenomeme at the address specified on the return authorization, in the manner indicated.

7.4.4. Any Collectible reshipped without Tokenomeme's consent will be refused and returned to the sender at the sender's expense and risk. Any shipment of Collectible to a wallet address other than the one provided by Tokenomeme may result in an irreversible loss of the Collectible, the risk of which is borne by the buyer.

Article 8 – Risk acceptance

8.1. The NFT and crypto-asset market represent risks not limited to those stated herein. The Buyer expressly acknowledges and assumes said risks. You represent and warrant that you have significant experience with the crypto-currency market, digital assets, NFTs and more generally with blockchain systems and operating mechanisms; and represent that you are aware of the risks inherent in the crypto-currency and NFT market to which Tokenomeme and the Collectible are subject. These risks may result in a total loss of capital or Collectible purchased, for which Tokenomeme shall not be held responsible.

8.2. Given the nature of NFTs, the buyer acknowledges the risks associated with the purchase of Collectibles.

8.3. Tokenomeme Collectible items are based on public blockchain protocols. Therefore, any malfunction, unforeseen function or unexpected operation of the Ethereum or Polygon protocol, or other third-party services may affect the Collectible in an unexpected or unforeseen way. In addition, ETH and MATIC, are crypto assets that can lose value independently of The Collectibles and Tokenomeme.

8.4. Any third-party obtaining access to the Buyer's credentials or private keys may be able to dispose of the Buyer's Collectible. To minimize this risk, Buyer must protect against unauthorized access to its electronic devices.

8.5. The offer of Tokenomeme Collectible items has been structured in consideration of the French and European law applicable at the time of the offer. The evolution of these regulations may impact the development of Tokenomeme, and in particular the use or possession of NFTs like Tokenomeme Collectible items. Each buyer is therefore strongly advised to perform a legal and tax analysis related to the acquisition and holding of Collectible according to his nationality, his place of residence and the rules applicable to him.

8.6. Tokenomeme's services may not be used by a large number of users. Such a lack of public interest in the creation and development of the project could have an impact on Tokenomeme and therefore Tokenomeme Collectible items. The buyer is fully aware of this when buying.

8.7. Tokenomeme uses open source software for its platform and Collectible management, or uses third party services. There is a risk that malicious third parties, whether or not related to the Tokenomeme team, may intentionally or unintentionally introduce weaknesses or bugs in the core infrastructure elements, interfering with the use of or causing the loss of Collectibles.

As the Tokenomeme website, and Collectible are hosted on the Internet, public blockchains and IPFS peer-to-peer protocols, Tokenomeme can only commit itself to an obligation of means concerning the accessibility and availability. Thus, Tokenomeme commits itself to implement all the means to ensure the permanence of its online services, Collectibles data, and the functioning of its smart contracts.

8.9. Advances in cryptography, and any technical advances, such as the development of quantum computers, may present risks to crypto-currencies and NFTs, which could result in theft or loss of the Collectible(s).

8.10. Blockchain, NFTs and crypto-assets are new technologies. In addition to the risks stipulated herein, there are unforeseeable risks that Tokenomeme cannot foresee, including an unexpected or varying variation or combination of already existing risks.

Article 9 – Limitation of Liability

9.1. You acknowledge and assume all risks associated with the purchase of Tokenomeme Collectible items, which shall remain with you at all times. Tokenomeme shall not be liable for any losses incurred by the purchaser.

9.2. Tokenomeme shall not be liable for any of the following

- unauthorized purchase of Collectibles by the Buyer, in particular through a partner or an intermediary;
- Sending Collectibles to an erroneous deposit Wallet Address or incorrectly entering a real address;
- breakdowns or dysfunctions of the Services for a lower duration than 96 hours or falling under no Tokenomeme liability;
- data loss of Tokenomeme Collectible items or Users' cryptocurrencies, which cannot be accountable to Tokenomeme;
- unusual or illegal use of the offered services, by a Third-party or a User;
- direct or indirect damages resulting from the use of the offered Service;
- a dysfunction or a cyber-attack;
- any case of force majeure, within the meaning of article 1218 of the French Civil code, including a failure of the blockchain protocols used to make work the Services;
- any events due to the user's fault.

9.3. Tokenomeme cannot be held responsible for any acts of hacking targeting the smart contracts, blockchain or the Tokenomeme Website or those of its partners or in case of maintenance operations of the Website.

9.4. Tokenomeme makes every effort to ensure that the information on the Site is accurate and up to date and reserves the right to make changes at any time without notice. However, Tokenomeme cannot guarantee the accuracy, precision or completeness of the information on the Site. Accordingly, Tokenomeme disclaims any responsibility for any inaccuracies or omissions in the information available, as well as any liability for damages resulting from fraudulent intrusion by a third party resulting in a modification of the information contained on the Site.

9.5. Tokenomeme is not responsible for the services offered by a third party. Hypertext links to third party services do not imply, at any time, an endorsement by Tokenomeme of such third party services. In the event of a dispute with a third party, we invite you to refer to the terms and conditions on their site, or, failing that, to the regulations applicable to such third parties.

9.6 Tokenomeme has no means of controlling the Sites connected to its Site, of which the community is hereby expressly informed. Accordingly, the risks associated with such use are fully borne by the user.

9.7. Tokenomeme is committed to selling NFTs that comply with the regulations and standards in force in the European Union at the time of sale.

9.8. Use of the Website

9.8.1. The use and navigation of the website are the responsibility of the user.

9.8.2 Tokenomeme accepts no responsibility and shall not be liable for any damages or viruses that may affect computer equipment or other material when accessing the Site and Tokenomeme's social networks.

9.8.3. Tokenomeme declines all responsibility and cannot be held responsible for any damage caused to the user or a third party due to a use of the services that does not conform to its purpose.

9.9. Anti-Money Laundering and Anti-Terrorist Financing Policy

9.9.1. The Buyer acknowledges that he is aware of the requirements of the fight against money laundering and the financing of terrorism. The Buyer agrees not to use Tokenomeme's products or services, nor to purchase or resell Tokenomeme Collectible items to commit such acts or any other act in violation of the laws and regulations to which it is subject.

In the event that Tokenomeme suspects or has reasonable grounds to suspect that the Buyer or any other person has engaged or is engaging in the event that Tokenomeme suspects or has reasonable grounds to suspect that the Buyer or any other person has engaged or is engaging in money laundering or terrorist financing activities, Tokenomeme may be required to notify the relevant authorities, including details of the suspicion and information held on the Buyer. The Buyer shall not hold Tokenomeme liable for its actions, and agrees to

indemnify Tokenomeme for any loss suffered, including any administrative and legal costs, and any costs which directly or indirectly affect the proper conduct of its business or damage its reputation.

9.9.2. Due to changing legislation, expansion of its business, and for compliance purposes, Tokenomeme may require additional information from Buyers in order to meet anti-money laundering, anti-terrorism and KYC (« Know your Customer ») obligations. The Buyer declares that it is aware of these requirements, and undertakes to provide any additional information to enable Tokenomeme to comply with the applicable regulations.

9.9.3 For reasons of transparency, increase in the number of Holders, high volume of Collectible purchases over several transactions, progressive and proportional compliance with its activity, Tokenomeme may evolve its anti-money laundering and anti-terrorist financing policy. The Buyer is aware that he/she might have to provide additional information to Tokenomeme to continue to benefit from the services and products offered. This information may be requested directly from the Buyer, through a third party, or through any other mechanism and process that would ensure proper transmission and verification of the requested information. In particular, this information may be required before an order is validated.

9.10. IN THE SCOPE OF THESE SPECIAL TERMS, THE SOLE PURPOSE OF THE NFTS IS TO REPRESENT THE MEMBERSHIP THAT CAN BE OWNED BY THE BUYER. THE NATURE OF THE TOKENOMEME COLLECTIBLE ITEMS ARE NOT FINANCIALS AND DOES NOT GRANT YOU ANY VOTING OR FINANCIAL RIGHTS THAT COULD BE ASSOCIATED TO SECURITY TOKENS OR OTHER FORMS OF FINANCIAL ASSETS. THE FACT THAT NFTS AND TOKENOMEME COLLECTIBLE ITEMS MIGHT HAVE A VALUE ON SECONDARY MARKETS DOES NOT, AT ANY MOMENT, CHANGE THEIR PURPOSE AND THE SCOPE OF USE AS SET FORTH IN THE PRESENT SPECIAL TERMS AND IN THE AGREEMENT. YOU UNDERTAKE NOT TO BUY OR SELL A MEMBERSHIP WITH THE AIM OF MAKING PROFITS OVER THE VALUE THEY “COULD” HAVE AND AGREE TO NOT HOLD TOKENOMEME LIABLE, FOR ANY REASON WHATSOEVER, IF YOU DO SO.

9.11. IF YOU SELL THE MEMBERSHIP, YOU WILL LOSE ALL ACCESS TO ANY PROMOTIONAL ADVANTAGES, OFFERS, LOYALTY PROGRAMS THAT MIGHT BE RESERVED TO THE MEMBERSHIP OWNERS.

9.12. THE MEMBERSHIPS MIGHT GRANT ACCESS TO EVOLVING LOYALTY PROGRAMS. ANY LOYALTY PROGRAMS IS FULLY DETERMINED BY TOKENOMEME AND EXISTS FOR A LIMITED TIME ONLY. WHEN YOU BUY A MEMBERSHIP, YOU UNDERSTAND THAT THERE MIGHT NOT BE ANY LOYALTY PROGRAMS, OR PROMOTIONAL ACTIONS FOR A SHORT OR LONG PERIOD OF TIME. YOU ALSO UNDERSTAND THAT TOKENOMEME MIGHT, AT ITS SOLE DISCRETION, MODIFY AND/OR CEASE TO PROVIDE ANY ADVANTAGE TO THE MEMBERSHIPS HOLDERS FOR ANY REASON WHATSOEVER, IN PARTICULAR BUT NOT LIMITED TO COMPLIANCE WITH LAW, ENFORCEMENT BY THE DECISION OF A JUSTICE COURT, LACK OF SUCCESS OF THE MEMBERSHIPS AND/OR LOYALTY PROGRAMS, INCOMPATIBILITY OF THE MEMBERSHIPS WITH CURRENT OR FUTURE TOKENOMEME SERVICES ; AND SHALL NOT HOLD TOKENOMEME LIABLE FOR ANY SUCH DECISION.

Article 10 – Right of withdrawal

10.1. Under Articles L.221-18 et seq. of the French Consumer Code, the non-professional buyer normally has a right of withdrawal that can be exercised within fourteen (14) days after the conclusion of the contract.

10.2. However, Given the nature of the NFTs, the Collectibles offer, the digital nature and the instant delivery of the Collectible item after purchase, and more generally the sales and services offered by Tokenomeme, the article L. 221-18 and following of the Code de la consommation and article 9 of the European directive of consumer right protection are not applied. Thus, the Buyer expressly waives his right of withdrawal.

Article 11 – Intellectual Property Rights

11.1. The User or the community has no intellectual or industrial property rights on Tokenomeme's services. Nothing in these Terms and Conditions shall be construed as granting the User a license to any intellectual property right. Any use in any manner whatsoever by the User of the Tokenomeme brand or any other brand owned by Tokenomeme or its suppliers and manufacturers is strictly prohibited, unless agreed to by Tokenomeme.

11.2. The content and structure of the Site are protected by copyright and other intellectual property laws throughout the world. Any reproduction or representation, total or partial, of any content present on the Site (in particular the commercial documents and offers, and any text, image, iconographic or photographic representation, brand or logo) for any purpose and on any medium is prohibited. Failure to comply with this prohibition constitutes an infringement that may engage the civil and criminal liability of the infringer.

11.3. In this respect, and in accordance with the provisions of the Intellectual Property Code, only use for private purposes is authorized, subject to different, even more restrictive, provisions of the Intellectual Property Code.

11.4. All Tokenomeme Collectible items are Content licensed under the [Meme Commons license 1.0](#) with additional terms specified in its [appendices as attached here](#).

Users and Holders must respect the terms and conditions specified in the Meme Commons license, its exclusions, fair exclusivities and the terms of calculation and payment of the « fair cut » specified in the latest appendices.

11.5. To avoid any misunderstanding, the « right to a fair cut » is not transferred to the Buyer. The fair cut must be paid to Tokenomeme. However, in accordance with the terms of the Meme Commons license, Tokenomeme

reserves the right to transfer this « right to a fair cut » or any right excluded from the scope of the Meme Commons license.

11.6. When a Buyer acquires a Tokenomeme Collectible item on the primary or secondary market, only the following intellectual property rights existing on the Collectible attached to the NFT are automatically transferred to the NFT owner:

- Avatar of the Derivative Work, in its integral form, represented by the Collectible attached to the NFT acquired.

11.7. To the extent possible, if any provision of the Meme Commons License is deemed unenforceable, or if the Derivative Work does not qualify for copyright protection, Tokenomeme shall not be liable.

Article 12 – Personal data protection

12.1. Tokenomeme declares that it respects and undertakes to respect the regulations relating to personal data in force in France, and in particular the European regulation on data protection of 27 April 2016 (GDPR) and the modified French law on data processing and freedom of 6 January 1978.

12.2. All terms and conditions relating to personal data are specified in the site's privacy charter:

<https://tokenomeme.wtf/PrivacyPolicy>

Article 13 – Governing law - mediation

13.1. Governing Law

13.1.1. The present Special Terms are subject to French domestic law, excluding any international agreement.

13.1.2. In the event of a dispute relating to these Special Terms, the parties will try as far as possible to resolve their dispute amicably.

13.1.3. In the absence of an amicable agreement, the competent court is that of the place of residence of the defendant.

13.2. Mediation

13.2.1. If you are a "consumer" in the sense of the preliminary article of the Code of consumption, you must first send us your complaint directly through the support email address " kontakt@tokenomeme.wtf ".

13.2.2. If this attempt fails, you may resort to a conventional mediation procedure or any other alternative dispute resolution method, in particular by having recourse, free of charge, within one year of your complaint, to the competent consumer mediator in accordance with the provisions of Title 5 of Book I of the Consumer Code: Mediator of the Professional Federation of e-commerce and distance selling (FEVAD)

60 rue de la Boétie - 75008 PARIS

mediateurducommerce@fevad.com

<https://www.mediateurfevad.fr>

13.2.3. You may, in order to resolve your dispute, access the European platform for online dispute resolution provided for in Regulation (EU) No. 524/2013 of 21 May 2013 on the online settlement of consumer disputes, particularly cross-border disputes, by following the link <http://ec.europa.eu/consumers/odr/>.

13.2.4. If this mediation fails, or if you do not wish to resort to it, you remain free to submit your dispute to the competent courts.