

## TERMS AND CONDITIONS OF USE OF THE NAPOLEONX WEBSITE

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The website NaPoleonX, which is accessible online at <https://www.napoleonx.ai> (hereafter referred to as the “**Website**”), is edited by Napoleon Crypto, a simplified joint stock company with a share capital of EUR 1,200, the registered office of which is located at 59 rue Montmartre, 75002 Paris, registered with the Paris Trade and Companies Register under number 833 353 212 (hereafter referred to as “**Napoleon**”).

**Any use of the Website by a Client or User (as defined below) involves full application of these Terms and Conditions of Use (hereafter referred to as the “TCU”). Before any use of the Website, each Client or User must take notice of these TCU.**

### ARTICLE 1. DEFINITIONS

The following terms, when used in these TCU, shall have the following meaning, it being noted that the definition given for a term shall apply whether the term is used in the singular or in the plural:

- “**Client(s)**”: means any natural adult person or legal person who holds NPX Tokens and a Client Account and who uses the Services in their professional activity. Individuals who act as simple consumers (“*simples consommateurs*”) in a non-professional capacity within the meaning of the Hamon Act n°2014-344 dated 17 March 2014 or are a “U.S. Person” (within the meaning of “Regulation S” of the Securities Act 1933 under U.S. law) are excluded.
- “**Client Account**”: means the Client’s personalised online space which allows them to access the Services available via the Website.
- “**crypto-currency**”: means a digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically.
- “**NPX Tokens**”: means the tokens named “NaPoleonX” and bearing the “NPX” symbol.
- “**User(s)**”: means any person who uses the Website in order to obtain information on crypto-currencies and on Services offered by Napoleon.
- “**Services**”: means the services described in Napoleon’s Terms and Conditions of Service.

## **ARTICLE 2. PURPOSE**

The purpose of these TCU is to set rules for the use of the Website by (i) Clients who hold NPX Tokens and (ii) Users who wish to obtain information on crypto-currencies and more generally on the Services offered by Napoleon. The Website is partly intended to provide information and financial data on the crypto-currency market.

## **ARTICLE 3. CREATION OF A CLIENT ACCOUNT**

- 3.1.** In order to use the Services via the Website, the Client must first create a Client Account by providing their name, email address, a password and owned Ethereum addresses and must subsequently login every time they access the Website.
- 3.2.** When creating the Client Account, the Client must ensure that the data they provide is accurate and complete. The Client undertakes to promptly update any information related to them on the Website if such information is no longer relevant or becomes outdated.
- 3.3.** The creation of the Client Account by the relevant Client on the Website shall be approved by Napoleon after the Client Account creation form completed by the Client is reviewed. The Client shall receive an email confirming their registration.
- 3.4.** The Client undertakes to protect their login information and password in order to maintain their confidentiality as regards third parties. The Client is solely responsible for their login information and for the safety of the access to their Client Account. Napoleon may not be held liable in the case of negligence on part of the Client in this regard or in the case of a fraudulent access to a Client Account.

## **ARTICLE 4. OBLIGATIONS OF THE USERS**

- 4.1.** When using the Website, Clients and/or Users undertake not to:
  - provide misleading and/or false or defamatory information and data;
  - disturb the proper operation of the Website;
  - provide viruses or other technology that may harm Napoleon or the interests or property of Website Users;
  - use bots, scraping or any other automated process to access the features of the Website without being authorised to do so;
  - export or re-export a Napoleon application or tool without prior, formal and express consent from Napoleon;
  - copy, change or distribute the contents of the Website and trademarks without Napoleon's prior, formal and express consent from Napoleon;
  - copy, reproduce, reverse-engineer, change, create derivative works from, distribute or disclose to the public any content (except their own information) from the Website without prior, formal and express consent from Napoleon or from the third parties involved, where relevant;
  - market a solution developed by Napoleon or software or information related to this application
  - usurp the identity of another person;
  - gather, combine, send to other media, make public, publish or disclose data related to Website Clients and/or Users or related to their activities on the Website, including data related to transactions, their number, type, price, etc.

4.2. In the event of a breach of these TCU by a Client and/or User, Napoleon may, at its sole discretion, temporarily or definitively suspend the relevant User's access to the Website and to their Client Account in particular.

4.3. Napoleon may, at any time and at its sole discretion, reorganise the Website, the advertising spaces or any information on the Services.

## **ARTICLE 5. ACCESS TO THE WEBSITE**

5.1. The Website is provided "as-is" and is accessible depending on its availability. Napoleon uses its best efforts to ensure the Website is available at all times, independently from scheduled maintenance, but cannot in any way guarantee such availability.

5.2. Napoleon does not provide any guarantees, explicit or implied, on the quality and compatibility of the Website, the networks, connections and services provided with the computer equipment used by Clients and/or Users.

5.3. The nature of crypto-currencies may lead to a higher risk of fraud or cyber-attack, and means that the technological difficulties encountered by Napoleon may prevent use of or access to the Website.

## **ARTICLE 6. LIABILITY**

6.1. The information and financial data available on the Website is provided for information purposes only, even though they have been prepared using reputedly reliable and serious sources at the time of publication. The relevant contents are therefore provided, except where explicitly stated otherwise, only for information purposes and should not be construed as investment advice or as personalised recommendations, investment research or distribution of financial analysis. Napoleon therefore disclaims in advance any liability in the use of such contents, whatever the nature of such use, in particular in the case of a financial loss and whatever the amount of such loss.

6.2. Given current French regulation, Napoleon draws the Users and the Clients' attention to the risks related to the subscription, purchase, sale and exchange of crypto-currencies. A crypto-currency is not a "currency" ("*monnaie*") within the meaning of article L. 111-1 of the French Monetary and Financial Code and may not be called a "electronic money" ("*monnaie électronique*") within the meaning of article L. 315-1 of the French Monetary and Financial Code. A crypto-currency is generally not considered to be a financial instrument, which means that its owners cannot benefit from the protection offered under the provisions of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFID2) and its delegated directive, as implemented into French law, nor from its implementing regulations. A crypto-currency does not benefit from the deposit guarantee and the securities guarantee offered by the French *Fonds de Garantie des Dépôts et de Résolution* (FGDR).

6.3. Clients and Users understand and agree that Napoleon shall not be liable for:

- i. the actions and omissions of other Users,
- ii. any content or information presented on the Website, the themes, their accuracy, their completeness and/or their compliance with French law, except in cases where Napoleon was duly informed of the existence of an illegal

publication (“*publication illicite*”) within the meaning of article 5 of Act n°2004-575 dated 21 June 2004 and did not promptly act to remove it.

- 6.4. Napoleon makes no guarantee that the functions or information of the Website will be maintained without interruption, bugs or errors, nor that such website or the server on which it is hosted shall be free of viruses or dangerous components.
- 6.5. Furthermore, Napoleon makes no guarantee and shall not be liable for any damages or losses related (i) to the elements and information on the Website, to the use or the results of the use of the Website’s functions, to their truthfulness, accuracy, reliability or other, or (ii) to the protection of any data or information provided on the Website, or (iii) to the accessibility and availability of the Website and, concurrently, of the Services.

## **ARTICLE 7. INTELLECTUAL PROPERTY**

- 7.1. Napoleon holds all intellectual property rights related to the Website and its contents, including, but not limited to, the graphical charter, the logos, photos, articles and other editorial content, its system (the catalogue, their distribution, etc.), the design of the Website and the software used by the Website, included trademarks and domain names.
- 7.2. As such, except prior, formal and express consent from Napoleon, the Client and/or User shall not make any copy, representation, adaptation, translation and/or change, whether partial or complete, or transfer to another website of any component of the Website. Failure to comply with this prohibition may constitute forgery, resulting in the person responsible being civilly and criminally liable.

## **ARTICLE 8. PERSONAL DATA**

- 8.1. Napoleon will be required to collect, use and store for some time certain information related to the Users and Clients, which are categorised by applicable regulation as “*personal data*”, in particular for the purposes of, but not limited to, providing the Services or improving the contents and functions of the Website.
- 8.2. The use of personal data by Napoleon is governed by Regulation (EU) 2016/679 called “*General Data Protection Regulation*” or “*GDPR*”, implemented on 25 May 2018 and Act n°2018-493 dated 20 June 2018 on the Protection of Personal Data and their implementing decrees.
- 8.3. The personal data of Users is collected and processed by Napoleon as Data Controller as defined in the GDPR during the use of the Website by such Users and the personal data of Clients are collected and processed during the creation and use of their Client Accounts.
- 8.4. User data collected during the use of the Website shall be stored in the European Union, in a technologically secure environment, for 13 (thirteen) months from the date on which the data was collected. Data collected during the creation and use of the Client Account shall be stored in the European Union, in a technologically secure environment, until the Client Account is deleted. Client Account data shall be stored for the whole duration of the commercial relationship; once the commercial relationship ends, the account shall be deleted and the data shall be stored for a duration of 6 years in order to account for the applicable limitation periods.

- 8.5.** Pursuant to regulations, any User or Client shall have a right to access, rectify and, in certain cases, object to the processing, ask for the restriction of the processing, or the erasure and portability of the data and, where relevant, the deletion of personal data related to them. Furthermore, any User or Client shall have the right to make a claim to a supervisory authority.
- 8.6.** For further information on how personal data is protected when they are collected, processed and used, and on the rights and optional privacy protection measures, Clients and Users may consult Napoleon's Privacy Policy at <https://privacy.napoleonx.ai>.

## **ARTICLE 9. APPLICATION LAW AND JURISDICTION**

The TCU are governed by and interpreted in accordance with French law. Any dispute with a Client or User related to the validity, interpretation or enforcement of the TCU shall be the exclusive jurisdiction of the Paris Commercial Court.