

GENERAL CONDITIONS

01 February 2022

Préambule

A/. These General Terms and Conditions (the "**General Conditions**") are published by SPONSORLIVE, a simplified joint-stock company with a capital of 55,062 Euros, whose registered office is located at 49, avenue d'Iéna – 75116 PARIS, registered with the PARIS Trade and Companies Register under number 794 071 688 (the " Company"), and govern the Company's commercial relations with the Users of the Site it publishes. e and operates and the Services it provides, all accessible at [www. fanliverugby.com](http://www.fanliverugby.com) (the "**Site**"). Contact: contact@fanliverugby.com.

B/. SPONSORLIVE publishes and operates fantasy sports games as well as the Marketplace "*Fanlive Rugby*" on which are offered for sale trading cards consisting of still or animated images, with sound or not, with the effigy of sports clubs, sports themselves and championships that it creates itself and which are subsequently generated and managed by a computer program ("*smart contract*"). ") executable and identifiable on the Blockchain by means of "*Non-Fungible Tokens*" or "*Non-Fungible Tokens*" (hereinafter "**NFT**"). These NFT tokens are certificates of authenticity to certify the origin and uniqueness of trading cards, they do not constitute financial assets in any way, SPONSORLIVE does not provide any investment service within the meaning of Directive 2014/65/EU of 14 May 2014 on markets in financial instruments, nor any service on digital assets within the meaning of Law No. 2019-486 of 22 May 2019 on the growth and transformation of companies (known as law "PACTE"), or any other regulated activity within the meaning of the Monetary and Financial Code.

C/. The **General Conditions** apply to all contracts for the sale of products and services offered and performed by SPONSORLIVE, in France and abroad, and accessible on the Site, so that any transaction carried out by a User via the Site entails his pure and simple acceptance, without restriction or reservation, of these General Conditions, which the User acknowledges and accepts.

Article 1 – Définitions

For the understanding and interpretation of the terms contained in these General Conditions, whether used in the singular or plural, the Parties decide to refer to the following definitions:

"Buyer" means the User who acquires an NFT Card to be collected on the Marketplace.

"NFT Cards" means digital cards bearing the effigy of professional athletes and/or clubs and/or sports championships created by SPONSORLIVE, associated with an NFT token intended to certify their origin, authenticity and uniqueness issued on the Blockchain and available for sale on the Marketplace.

"Help Center" or **"Support"** means the service offered by SPONSORLIVE to help Users by providing them with answers to questions that may arise when using the Services. The answers

given are indicative and are not contractual, unless they are directly referred to in these Conditions. The contact address is: contact@fanliverugby.com.

" **Account** " means the personal space of a User only accessible with personal identification elements allowing him to access and benefit from the Services. The creation of an Account implies, for the User, pure and simple acceptance, without restriction or reservation, of the General Conditions.

"**Conditions** " or "**General Conditions**" means this document which constitutes an agreement between SPONSORLIVE and any User governing access to and use of the Site and all Services offered by SPONSORLIVE and accessible via the Site, the creation of an Account and the completion of transactions via the Site involving pure and simple acceptance, without restriction or reservation, by the User of the General Conditions.

"**Cryptocurrency**" means any digital asset designed to function as a medium of exchange on the Blockchain and accepted as payment for all Services.

"**Rights related to NFT Cards**" means any intellectual property right that may be claimed on NFT Cards, namely, without this list being exhaustive, industrial property rights, image rights, copyright, trade secrets, trademarks, know-how or any other right recognized in any country or jurisdiction of the world, associated with NFT Cards (and in particular intellectual property rights held by sports clubs, players' image rights, copyright on NFT Cards held by SPONSORLIVE, etc.).

"Rights of Third Parties" or "**Rights belonging to Third Parties**" refers specifically to Rights related to NFT Cards held by third parties to the Company (e.g. clubs, players).

"**Fanlive Rugby**" means the platform operated by SPONSORLIVE through which Users can access the Services rendered by the Company whose address is as follows: www.fanliverugby.com.

"**Marketplace** " or "**Marketplace**" means the Service offered by SPONSORLIVE which allows Users to buy but also, if necessary, to exchange or sell NFT Cards to each other.

"**Currency**" means any legal tender (euro, dollar, pounds).

"**NFT**" means the non-fungible digital token, a unique and autonomous dematerialized asset, issued on the basis of Blockchain technology, allowing NFT Cards to be identified, authenticated and traced, due to their registration in the Blockchain. The NFTs associated with NFT Cards are only certificates of authenticity whose sole function is to certify the origin and uniqueness of the NFT Cards to be collected, they do not constitute in any way financial assets, SPONSORLIVE does not provide any investment service within the meaning of Directive 2014/65/EU of 14 May 2014 on markets in financial instruments, nor any service on digital assets within the meaning of Law No. 2019-486 of 22 May 2019 on the growth and transformation of companies (known as the "PACTE" law), nor any other regulated activity within the meaning of the Monetary and Financial Code.

"**Seller**" means the User who offers to sell NFT Card(s) via the "*Fanlive Rugby*" Marketplace.

"**Services**" means all the services accessible on the Site and provided by SPONSORLIVE consisting of the posting online for sale of NFT Collectible Cards, their exchange or resale between Users as well as the integration of NFT Collectible Cards in a fantasy sports game.

"**Third Party Services**" means the services accessible via the Site but not operated by SPONSORLIVE and providing, where applicable, additional content or features to Users. Integrated or not into the Site, these services are provided under the sole responsibility of the service providers who offer them. The terms of use of these services can and should be consulted on the website of the respective provider.

"**Website**" or "**Site**" means the [website www. fanliverugby.com](http://www.fanliverugby.com), including its subdomains, and any other website through which SPONSORLIVE may offer its Services.

"SPONSORLIVE" or the "**Company**" means the simplified joint-stock company called SPONSORLIVE, with a capital of 55,062 Euros, whose registered office is located at 49, avenue d'Iéna – 75116 PARIS, registered with the PARIS Trade and Companies Register under number 794 071 688.

" **User** " means any natural or legal person using the Services offered by SPONSORLIVE or visiting the Site.

Article 2 – Scope

2.1. SPONSORLIVE allows its Users to collect, purchase, exchange digital cards to collect with the effigy of professional athletes, clubs and / or championships and / or federation each of these NFT Cards being associated with an NFT token issued on the Blockchain and intended to certify the origin, authenticity and uniqueness of these cards.

NFT Cards are intended to be collected by their Buyers but may also be integrated into a fantasy sports game published by the Company.

All the Services briefly mentioned above are accessible via a simple and constantly evolving interface, accessible at [www. fanliverugby.com](http://www.fanliverugby.com).

2.2. For more information or in case of questions about the Site and / or Services, Users are invited to contact directly the Support of the Site, by sending an email to contact@fanliverugby.com.

The answers given by the Support service are for information purposes only and are in no way contractual, unless they are directly referred to in these Terms. They are not binding on the Corporation.

2.3. The purpose of the General Terms and Conditions is to define all the conditions under which SPONSORLIVE makes the Site available and markets NFT Cards and more generally its Services.

The General Conditions apply, without restriction or reservation, to any User, whether in France or abroad, and for any sale or Service offered by the Company via the Site.

When the User chooses to create an Account on the Site, he fully and unreservedly accepts the General Conditions.

2.4. For the purposes of accepting these General Conditions, the User acknowledges having the capacity to contract and use the Services in his country and declares to have read and accepted the General Conditions by ticking the box provided for this purpose. **The creation of an Account by the User implies acceptance without restriction or reservation of these General Conditions, which he acknowledges and accepts.**

2.5. As an agreement of proof, the Company and the User acknowledge that the data recorded in SPONSORLIVE's computer system constitute proof of all transactions concluded by the User (including the acquisition, sale or exchange of NFT Cards) and the use he has made of the Services.

2.6. These General Terms and Conditions are accessible at any time on the Site and will prevail over any previous version or any other contradictory document.

2.7. The Site may contain links or content from Third Party Services. These Third Party Services may be subject to different terms and conditions and privacy practices.

SPONSORLIVE is not responsible and cannot be held responsible for the availability or accuracy of such Third Party Services, or the content, products or services available from such Third Party Services.

Links to such Third Party Services do not constitute an endorsement by SPONSORLIVE of such Third Party Services.

2.8. Access to the Services requires the creation of a secure account by the User. As the platform is constantly evolving, SPONSORLIVE will keep Users informed of any developments that must be brought to their attention due to the legislation and regulations in force.

Article 3 – User Account ("Account")

Article 3.1 – Creation and access

3.1.1. Any User may create an Account on the Site by:

- providing a username and email address;
- Choosing a (strong) password;
- communicating and verifying their mobile phone number;

3.1.2. SPONSORLIVE cannot be held responsible for the loss or theft of a password by the User, or the usurpation of an Account that may, as the case may be, result.

It is the User's responsibility to take all necessary measures to secure access to the username and password of his Account.

To do this, Users are strongly encouraged to implement two-factor authentication.

The User is responsible for the actions of any person using his Account, including without his prior consent.

The User undertakes to report as soon as possible any fraudulent use of his Account, username or password as well as the loss of this data to SPONSORLIVE.

3.1.3. SPONSORLIVE associates and provides each Account with a unique and personal wallet intended to allow the collection, storage and use of NFT Cards and, where applicable, Cryptocurrencies in order to facilitate the use of the Services (hereinafter the " **Wallet** ").

3.1.4. Users freely use the Portfolio under their sole responsibility in connection with access to and use of the Services.

Each User may, at any time, in the context of transactions to be made between Users, credit or debit the Wallet with (i) the Cryptocurrencies if necessary to carry out transactions via the Marketplace between Users and (ii) NFT Cards that he may buy or put up for sale via the Marketplace.

Article 3.2 – Deletion of the Account

3.2.1. The User may, at any time, request the deletion of his Account under the conditions provided for by the Site and these General Conditions, by sending an email directly to contact@fanliverugby.com.

3.2.2. The deletion of an Account may result in the irreversible deletion of all User data associated with the Account, as well as the associated wallet and, consequently, the collectible NFT Cards and stored cryptocurrencies.

Thus, the deletion of the Account, whatever the cause, may result in the permanent loss of NFT Cards to collect and cryptocurrencies, which the User acknowledges, expressly releasing SPONSORLIVE from any liability in this regard.

Users are required to contact the Support department at contact@fanliverugby.com in order to follow the instructions and procedures to be implemented prior to any deletion of Account.

Article 3.3 – Suspension

3.3.1. Without prejudice to other sanctions or legal actions, SPONSORLIVE reserves the right to temporarily or permanently suspend an Account (i) in the event of non-compliance by the User with all or part of these General Terms and Conditions and/or (ii) in the event of suspicion by SPONSORLIVE of unfair, fraudulent, criminal or simply harmful behavior to SPONSORLIVE or any third party, from a User, and in particular but not exclusively, in the following cases:

- despite the commitments and guarantees granted under the Terms and Conditions, the User uses the Services without having the capacity to do so in the country of which he is a national;
- the User conducts auctions that are clearly not carried out in order to acquire in good faith and in accordance with the rules applicable in such matters, the NFT Cards to collect and, if necessary, play as part of a fantasy sports game, but to disrupt the proper functioning of the Services and the conduct of the auctions;
- the User carries out suspicious transactions, in particular by repeatedly buying or selling his NFT Cards at prices that are clearly out of step with the market;
- the User is suspected of fraud;
- the User abuses or attempts to abuse the fantasy sports game in connection with Marketplace;
- the User's username and password have been transmitted to third parties;

- the User uses several separate Accounts.

3.3.2. In the event that SPONSORLIVE decides to suspend a User's Account, SPONSORLIVE notifies the User by email to the email address associated with the Account, indicating (i) the reason for the suspension, (ii) its extent, (iii) its permanent or temporary nature and, in the latter case, (iv) its duration.

3.3.3. In the event of definitive suspension, the User is required to contact the Company in order to follow the instructions and procedures to be implemented prior to any deletion of the Account and for the realization of which he has a period of thirty (30) days starting from the date of the sending by SPONSORLIVE of the email informing the User of the definitive suspension of his Account. At the end of this period, SPONSORLIVE will be authorized to delete the Account under the conditions provided for in Article 3.2 of the General Conditions, at the User's own risk.

3.3.4. SPONSORLIVE has the right, but not the obligation, to ask the User to provide any necessary explanation of the Account activity considered suspicious.

The User has the right to spontaneously provide SPONSORLIVE with any useful information concerning the activity of the Account, considered suspicious by the Company.

In the event of a dispute concerning a suspension measure, the User is invited to contact, before any other action, the support team (contact@fanliverugby.com).

Under no circumstances may the request for information on the activity of an Account by SPONSORLIVE to the User constitute a necessary prerequisite for the suspension, including permanently, of an Account.

3.3.5. In the event that SPONSORLIVE is required to temporarily suspend or permanently delete a User's Account, the User acknowledges that this sanction would be implemented at his sole risk and that it cannot give rise to the allocation of any compensation or refund.

Article 4 – Services

SPONSORLIVE allows its Users to collect, buy, exchange NFT Cards to collect with the effigy of professional athletes and / or clubs and / or championships, before being able to play them in fantasy sports tournaments that they are intended to integrate.

Article 4.1 – Elements and characteristics of NFT Collectible Cards

4.1.1. Collectible NFT Cards are created and issued by SPONSORLIVE, with a specified rarity level for each NFT Card depending on the number of copies issued by the Company for each NFT Card.

Categories of NFT Cards therefore exist and make it possible to identify the degree of rarity of NFT Cards: "*Black*", "*Platinum*", "*Gold*" or "*Silver*".

The rarity of an NFT Card is guaranteed by the underlying NFT token, whose existence and authenticity can be directly verified on the Blockchain.

4.1.2. NFT Cards contain elements protected by Rights belonging to Third Parties to the Company. SPONSORLIVE exploits the Rights of Third Parties under licenses granted by the holders of such rights.

All contractual commitments concluded between SPONSORLIVE and the holders of these Third Party Rights are enforceable against Users who cannot claim any intellectual property rights on the NFT Cards and elements appearing on the NFT Cards.

Article 4.2 – Purchase of NFT Cards via the Marketplace

4.2.1. SPONSORLIVE offers *Fan Live Rugby* Users the opportunity to acquire NFT Collectible Cards in which SPONSORLIVE's intervention is limited to setting a floor price for acquisition in the context of resale or exchanges between Users for which SPONSORLIVE does not intervene in any way.

4.2.2. In the event of a service interruption due to a technical problem, making it impossible to access an auction within 4 hours of its end, SPONSORLIVE reserves the right to extend the duration of the auction or cancel the auction in order to restart it.

4.2.3. Under Article L. 221-18 of the Consumer Code, the consumer has a right of withdrawal exercisable within fourteen (14) days from the conclusion of a contract concluded at a distance.

BY PURCHASING AN NFT CARD ON THE SITE, THE USER EXPRESSLY WAIVES HIS RIGHT OF WITHDRAWAL.

4.2.4. Specific provisions applicable in the context of transactions between a Seller and a Buyer, Users of the Marketplace

TheLive Rugby Fan Marketplace is the place where Users can purchase, as part of auctions put online by the Company, NFT Cards but also the place where Users can exchange and resell their NFT Cards among themselves.

The provisions of this article 4.2.4 apply exclusively to the relationship between the Buyer and the Seller in connection with the exchange or sale of an NFT Card on the Site.

THE USE OF THE MARKETPLACE IS SUBJECT TO THE UNCONDITIONAL ACCEPTANCE AND COMPLIANCE WITH THESE GENERAL CONDITIONS IN PARTICULAR THE FOLLOWING ARTICLES.

4.2.4.1. Users who have acquired NFT Cards have the possibility to resell them on the Marketplace under the conditions set out below.

Nevertheless, given the digital nature of the NFT Cards sold and their immediate delivery after purchase, pursuant to Article L. 221-28 of the Consumer Code, the provisions of Article L. 221-18 referred to above and Article 9 of the Directive

The Seller is free to set a firm selling price (the " Offer "), SPONSORLIVE not intervening in the determination of this price.

4.2.4.2. SPONSORLIVE does not intervene in any way in the choice of NFT Cards offered for sale by Sellers or in the determination of selling prices that are freely set by Sellers. More generally, SPONSORLIVE does not intervene in any way in the sale between Buyer and Seller within the Marketplace nor does it render any service with regard to this type of sale.

In this context, Users understand and accept that SPONSORLIVE does not control the reality, relevance and correctness of prices, whether excessive or ridiculous, offered by Sellers.

The Seller and the Buyer are solely responsible for assessing the price of NFT Cards offered for sale as part of the Service opened by SPONSORLIVE on its Marketplace.

4.2.4.3. Any User may submit an Offer on the Marketplace. The NFT Cards referenced on the Marketplace and offered for sale by Users are chosen exclusively by the Sellers.

SPONSORLIVE reserves the right to remove a Seller's Offers from the Marketplace, including, but not limited to, if the Seller:

- does not comply with applicable regulations;
- does not comply with the Terms and Conditions;
- is subject to a temporary or permanent suspension of his account;
- makes fraudulent use of the Services.

Regularly passed Offers bind the User who initiated them, who can no longer modify or withdraw them once they have been validated.

4.2.4.4. Disputes relating to the Marketplace in the context of transactions between Users

4.2.4.4.1. As part of its Marketplace, SPONSORLIVE acts as a mere intermediary between Sellers and Buyers. As such, SPONSORLIVE can not be held responsible for damages caused by a sale, because of its price or an act committed by one of the parties to the disputed transaction.

4.2.4.4.2. In addition, the services provided via the Marketplace consisting of the provision of a platform allowing the realization of transactions between Buyers and Sellers can in no way engage the responsibility of SPONSORLIVE. SPONSORLIVE cannot be held liable for such transactions for which the Company is a foreigner.

4.2.4.4.3. Therefore, any claim in respect of a transaction between Buyer and Seller must be addressed by the Buyer to the Seller. The Seller is solely responsible for handling complaints. Nevertheless, SPONSORLIVE reserves the right to participate in arbitration, at its discretion, if the Seller fails to respond to a request or resolve a dispute.

Article 4.3 – Transfer of NFT Cards

4.3.1. The User may not withdraw the NFT Cards of which he is the owner from his Account and Wallet without prior authorization from SPONSORLIVE obtained after direct contact with the Company at contact@fanliverugby.com.

4.3.2. The User is authorized to exchange the NFT Cards regularly acquired and to resell them on the Marketplace to other Users.

4.3.3. Under no circumstances shall SPONSORLIVE be liable for any damages that may occur during the transfer, withdrawal or exchange of NFT Cards outside the Site.

Article 5 – Tax and social security obligations

5.1. SPONSORLIVE draws the attention of Users to the fact that the sale of NFT Cards is likely, according to the applicable tax legislation, to generate taxable income, in particular when the sale price of the NFT Card is higher than its purchase price. Users are strongly advised to contact the competent tax and social security authorities to ensure that they comply with their tax and, where applicable, social obligations.

5.2. It is the sole responsibility of the User to declare the income from the Sales of his NFT Cards to the competent tax and, where applicable, social security authorities.

5.3. The User residing for tax purposes in France can fulfill his tax obligations via the website of the French tax administration, www.impots.gouv.fr, and obtain information on the tax regimes that may apply and the methods of tax declaration on the page accessible via the following link: <https://www.impots.gouv.fr/portail/node/10841>

5.4. Users residing for tax purposes in France may, where applicable and applicable, fulfil their social obligations via the social security website, www.urssaf.fr, and obtain information on any applicable social security schemes and the terms of declaration: <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-of-the-economy.html>

5.5. SPONSORLIVE 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 via the Marketplace.

Article 6 – Guarantees and Responsibilities of Users

6.1 Guarantees of the User
The User undertakes to use the Services only in accordance with the General Conditions. I

It is not authorized to reconstruct the Services, decompile, disassemble or circumvent the technical restrictions contained therein, except to the extent that such operations are permitted by applicable laws.

By accessing the Site, the User declares, guarantees and undertakes to:

- access and use the Site and/or Services in good faith, in a reasonable manner, not contrary to the terms of these Terms and Conditions;
- not to use devices or software other than those provided by SPONSORLIVE likely to i) affect or attempt to affect the proper functioning of the Site and/or Services ii) or extract, modify, consult, even in buffer or temporary memory, or for individualized use, all or part of the Site and/or Services;
- not to access and/or use the Site and/or Services for illicit purposes and/or with the aim of causing damage to the reputation and/or image of SPONSORLIVE and/or Users, or more generally to infringe the rights, in particular intellectual property, of SPONSORLIVE and/or third parties, including those of clubs, sportsmen and championships appearing on NFT Cards;

- not contravene the provisions of Articles 323-1 to 323-7 of the French Penal Code punishing so-called "hacking" practices;
- not to use his/her Account and/or the Services, in order to engage in acts of any nature whatsoever, such as the issuance, editing, uploading of data or Content contrary to the law, infringing public order, the rights of SPONSORLIVE, other Users or third parties;
- not to disseminate illegal content, in particular that infringes the rights of third parties, violates an applicable law, in particular the Law of 29 July 1881 on freedom of the press, and/or constitutes the infringement or violation of any intellectual property right, know-how, trade secret, or personality rights of a third party (privacy, image rights, etc.), as likely to be the subject of any action for unfair competition and/or parasitism as more generally an action for liability;
- not to disseminate content inciting hatred or violence, threatening, aggressive, pornographic, for the purposes of procuring, paedophilia, obscene, vulgar, racist, sexually explicit, violent, contrary to xenophobic morality, computer hacking or proselytism or containing nudity or gratuitous violence, such as more generally an action for liability;
- not to collect or intercept by any means the data exchanged by Users as part of the Services, or the identification elements of any other User, not to use or exploit such data;
- not to intimidate and harass other Users, if necessary using the Services;
- not to promote or publish Content related to alcoholic beverages or for adults without age restrictions or other online gaming websites of any kind, subject to the provisions relating to freedom of expression;
- not to create several Accounts: the User undertakes to create only one Account corresponding to him. If SPONSORLIVE deletes a User's Account in the event of non-compliance with these Terms and Conditions, the User undertakes not to create another

Account without prior authorization from SPONSORLIVE;

- not to communicate their identification details to a third party and allow someone to access their Account or do anything that may compromise the security of their Account;
- not to use the Site and/or the Services by impersonating a third party, including a legal entity (such as SPONSORLIVE) or by falsely claiming to legally represent

or not a third party including a legal entity (such as SPONSORLIVE);

- not to make improper use of the support service or complaint buttons or send false reports to staff members of SPONSORLIVE and/or its partners;
- not to communicate Content that does not fall within the topic or theme of the discussion area;
- not to allow and encourage non-compliance with any of the provisions of these General Conditions.

In the event of breach of any of these obligations, without this list being exhaustive, the **User is informed that SPONSORLIVE will have the right to refuse or suspend, unilaterally and without prior notice, access to all or part of the Services and/or Sites and to suspend, if necessary, access to his Account.**

6.2. Liability of Users and compensation due to SPONSORLIVE

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

The User guarantees SPONSORLIVE against fraudulent, unfair or bad faith use of the service, especially if it interferes with the use of the service by other Users.

As such, the User guarantees and indemnifies SPONSORLIVE, its representatives, employees, partners, and / or any third party, against any damage, complaint or request from third parties resulting from use not respecting these General Conditions.

This guarantee covers any compensation that may be due as well as lawyers' fees and court costs within a reasonable limit.

Article 7 – Liability of SPONSORLIVE

7.1. Access and availability of the Services and the Site

SPONSORLIVE makes its best efforts to make its Services available 24 hours a day, 7 days a week.

However, it is with full knowledge of the facts that the User visits the Site and / or uses the Services that offer accessible content according to the quality of the Internet network.

The User is warned that SPONSORLIVE reserves the right to interrupt access to all or part of the Services to carry out maintenance and/or improvement work. These interruptions of Services and/or the Site will, as far as possible of SPONSORLIVE, be brought to the attention of Users, in particular by the dissemination of an alert message on the Site.

In case of emergency, SPONSORLIVE reserves the right to suspend partially or totally, for a reasonable period, all or part of the Services and / or the Site to conduct any technical operation required. These interruptions of the Services and/or Site may not give rise to any compensation in favor of the User.

Access to the Site may also be interrupted for any other reason, including technical, without any obligation of prior information.

The modification of the Site may also be carried out by SPONSORLIVE, for reasons of its own, in particular technical, and in particular entail modifications of Services or functionalities, without any obligation of prior information.

SPONSORLIVE can in no way be held responsible for interruptions or non-receipt of the Services due to any failure of the reception media as well as in case of malfunction, failure or insufficient performance of the operators used by the User to access the Services.

As such, SPONSORLIVE is only bound by an obligation of means.

Article 7.2. Exclusion of liability

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

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

7.2.3. Users accept the security risks inherent in the provision of information, online commerce over the Internet and experimental technologies such as blockchains and non-fungible tokens, and agree that SPONSORLIVE will not be liable for any breach of security, unless caused by gross negligence on the part of SPONSORLIVE.

7.2.4. SPONSORLIVE is not responsible for any losses incurred by Users as a result of using the blockchain network and digital asset wallets. SPONSORLIVE has no control over the blockchain network and will not be liable for any losses resulting from the blockchain.

7.2.5. In any case, SPONSORLIVE's liability may not exceed the amount of purchases made by the User during the twelve months preceding the incident, unless otherwise provided by applicable laws and regulations.

7.2.6. Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, so some or all of the exclusions and limitations of liability in Section 7.2 may not apply to all Users.

Article 7.3 – Content of the Services
7.3.1. As a host, SPONSORLIVE is subject to a limited liability regime as provided for by the European Directive of 8 June 2000 (2000/31/EC) on electronic commerce.

7.3.2. Consequently, SPONSORLIVE cannot be held responsible for the content disseminated by Users as well as the content exchanged between them and gives no guarantee, express or implied, in this regard. SPONSORLIVE is a third party to the relations of Users and thus excludes any liability in this regard.

Article 7.4 – Liability of SPONSORLIVE

7.4.1. SPONSORLIVE undertakes to implement all necessary means to ensure access and use of the Services provided. **However, SPONSORLIVE is only bound by an obligation of means.**

7.4.2. In the event of difficulty in accessing the Services, SPONSORLIVE can only be held liable for direct and reasonably foreseeable damage that has been caused to the User, unless otherwise provided by law or regulation. Indirect damages that may result from a failure or use of the Service are expressly excluded.

7.4.3. In any event, in the event that SPONSORLIVE is held liable and acknowledged, SPONSORLIVE may not, unless there is a legal or regulatory provision prohibiting it, be ordered to compensate a User beyond the sums invoiced to the User during the last twelve months.

7.4.4. In particular, unless otherwise provided by law or regulation, SPONSORLIVE cannot be held liable for:

- breakdowns or malfunctions of the Services lasting less than 24 hours or which are not the responsibility of SPONSORLIVE;
- loss of data, NFT Cards or Cryptocurrencies belonging to Users not attributable to SPONSORLIVE, including, but not limited to, in the event of hacking of the User's Account due to negligence in the retention of his login details;
- unusual or unlawful 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 technical malfunction or cyberattack;
- the harmful consequences of an Account suspension carried out under the conditions provided for in these General Terms and Conditions;
- an adverse event during the auction, both during 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 operate the Services.

Article 7.5 – Disclaimer

The User accepts and acknowledges that SPONSORLIVE cannot guarantee:

- that the contents of the Site and/or the Services comply with its expectations and research;
- the veracity, completeness, conformity and/or adequacy of the content disseminated by Users on the Site and the Offers issued by Buyers under their respective responsibilities although hosted by SPONSORLIVE;
- the quality of interactions with other Users;
- and more generally to the particular needs of the Internet user. SPONSORLIVE is also a third party to the correspondence, relations and transactions between Users and therefore excludes any liability in this regard.

Also, the User accepts without reservation that if the responsibility of SPONSORLIVE should be engaged directly or indirectly in its capacity as intermediary in the relations between Users, by any person or entity whatsoever, SPONSORLIVE reserves the right to take, promptly and ipso jure, any administrative and / or technical measure, including with regard to the User to safeguard his interests and / or to comply with the obligations that are his responsibility.

Article 8 – Résiliation

8.1. The User may request at any time the deletion of his Account in accordance with Article 3.2 of these General Conditions, such deletion. The deletion of the Account entails the termination of these General Conditions with regard to the User who has deleted his Account.

8.2 SPONSORLIVE may at any time, for any reason and at its sole discretion, terminate these Terms and Conditions 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 effected without notice, and that SPONSORLIVE shall not be liable for the consequences of such suspension or termination.

8.3. In the event of termination of these General Terms and Conditions or suspension of a User's Account, SPONSORLIVE will offer Users the possibility to withdraw their NFT Cards and,

where applicable, cryptocurrencies, unless the termination or suspension of the Account has been decided due to a violation of these Terms and Conditions by the User or due to any suspected fraudulent activity, abusive or illegal. In the latter case, the termination and/or suspension of the Account will be without prejudice to any other legal action that SPONSORLIVE may bring against the User and at the User's own risk.

Article 9 – Content of the Site

9.1. All intellectual property rights in the content of the Site, excluding User generated content, are owned by SPONSORLIVE. They are provided free of charge exclusively within the exclusive framework of the use of the Services. Therefore, any use of this content without the prior authorization of SPONSORLIVE is illegal.

9.2. SPONSORLIVE is the producer of the database of the Services. Any unauthorized extraction or reproduction is prohibited.

9.3. The User is the final owner of the NFT Card that he purchases in accordance with these General Conditions, provided that this acquisition has taken place in a legal manner and in good faith.

9.4. Notwithstanding any contrary provisions of these General Conditions, the User has the right to freely dispose of the NFT Cards of which he is the owner (sale, loan, donation, transfer, etc.).

9.5. The use of the Services or the purchase of an NFT Card does not, however, confer any property or other rights on the content, code, data or other elements of the Site accessible through it or on the Services or on the rights of SPONSORLIVE or the Rights of Third Parties that may be associated with the Services or reproduced on the NFT Cards.

9.6. Subject to compliance with these General Conditions, the User is authorized, on a non-exclusive basis, to use, reproduce and display the Neighbouring Rights of the NFT Cards of which he is the owner and this, for **exclusively personal** purposes. Any other type of use, reproduction and display is prohibited.

9.7. Under no circumstances may the User, without the prior written consent of SPONSORLIVE, do or attempt to do any of the following actions on the NFT Cards, whether or not they are the property of the User: (i) use the NFT Cards and all related rights associated with the NFT Cards owned by the User for commercial purposes, advertising or promoting a third-party product or service; (ii) market goods, physical or digital, that represent the NFT Card(s) purchased; (iii) modify the image associated with the purchased NFT Card; (iv) attempt to assert intellectual property rights in the purchased NFT Card or the elements reproduced therein.

9.8. In addition, the User understands and agrees that additional restrictions on the use of NFT Cards may be imposed at a later date to ensure compliance with the license granted by the holder(s) of the relevant rights to the elements reproduced on the NFT Cards and protected under the Rights of third parties.

The User expressly agrees to comply with all such restrictions from the date of notification by e-mail of such restrictions by SPONSORLIVE.

Article 10 – Privacy Policy and Personal Data

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

SPONSORLIVE's privacy policy with respect to the Site and Services is available here: <https://www.fanliverugby.com/files/legals.pdf>

Article 10.1 – Personal data

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

10.1.2. For more information on how SPONSORLIVE processes your personal data and its use of cookies, please refer to the privacy policy available on the Site.

10.1.3. SPONSORLIVE's privacy policy is available here: <https://www.fanliverugby.com/files/legals.pdf>

Article 10.2 – Cookies

10.2.1. When consulting the Site, cookies may be stored on the User's electronic communication equipment in order to facilitate the use of the Site and to produce statistics of attendance and access.

10.2.2. Cookies are text files that the Site saves on the terminal in order to store various technical data to facilitate the use of the Site and to collect statistical information about its Users.

10.2.3. Users are informed in advance of the store's information on their terminal. Users are free to accept or refuse the registration of cookies. Continuing to browse the Site after being informed means that the User accepts the collection of data.

Article 11 – Hypertext link

SPONSORLIVE is not responsible for the content and consequences resulting from access to a third-party website to which the User has had access by clicking on a hypertext link that leaves the Site.

The Site may contain hypertext links to third-party sites. SPONSORLIVE has no control over these third-party sites and assumes no responsibility for access, content or use of these sites.

Article 12 – Amendment
12.1.1. The User acknowledges and accepts that SPONSORLIVE modifies at any time the

présentes Conditions Générales.

The applicable version of the Terms and Conditions is the latest version published on the date of use of the Services.

The version number and the effective date of the General Conditions are indicated at the beginning of the document.

SPONSORLIVE will notify Users of any material changes by email at least 15 days prior to their effective date.

If the User does not agree with the revised Terms and Conditions, they have the right to immediately terminate the Terms and Conditions by requesting termination of their Account and ceasing to use the Services.

To do this, the User must send an e-mail to this effect to: contact@fanliverugby.com or simply delete his Account in accordance with the provisions of the General Conditions in force on the day of his decision. For Users who have not terminated the Terms and Conditions prior to the effective date of the revised Terms and Conditions, continued use of the Services constitutes acceptance of the revised Terms and Conditions.

12.1.2. SPONSORLIVE reserves the right to modify or stop the accessibility of all or part of the Services and/or the Site at any time.

Article 13 – Non-waiver – Nullity

13.1. The fact that SPONSORLIVE does not require the other party at any time to perform one of its obligations under these Terms and Conditions does not prejudice the right for SPONSORLIVE to request their execution thereafter.

The fact that SPONSORLIVE does not avail itself of a right or does not exercise a remedy of which it is a beneficiary under these General Terms and Conditions does not prejudice the right for SPONSORLIVE to avail itself of it later.

13.2. The nullity of any clause of these General Terms and Conditions does not affect the validity of the other clauses and the obligation to comply with the other clauses.

Also, if one of the clauses of the General Conditions is deemed null and void by any decision of a competent court, it will be deleted or modified without affecting the other terms of the General Conditions which will remain valid and applicable.

Article 14 – Jurisdiction and applicable law

14.1 – Applicable law

These General Terms and Conditions have been written in French. A translation into a foreign language may be provided, if necessary for informational purposes only. Only the French version shall prevail in case of difficulty of interpretation and is authentic between the parties.

These General Terms and Conditions are governed by French law only. Consequently, they will be executed and interpreted in accordance with French law.

14.2 – Litigation and Mediation

14.2.1. In the event of a dispute that may arise in connection with these General Terms and Conditions, their interpretation and consequences or with the acts supplementing or modifying them and in the event of a dispute that may arise in connection with the Site and/or Services, the User undertakes to contact SPONSORLIVE in order to try to obtain an amicable solution.

If necessary, the latter undertakes to inform customer service at the following address: contact@fanliverugby.com taking care to specify his contact details and provide any information to assess the origin and implications of the dispute.

14.2.2. Users are informed that consumers have the possibility to call on an independent Mediator free of charge by sending a request to this effect, by email, to the address contact@fanliverugby.com or by mail to the Company's address. Upon receipt, SPONSORLIVE undertakes to organize mediation as soon as possible.

14.2.3. The User may also contact the European Commission's online dispute resolution service at the following address: ec.europa.eu/consumers/odr.

14.3 – Jurisdiction

In the absence of an amicable settlement of the dispute that may arise between SPONSORLIVE and the User, the latter may refer the matter to the competent French court under the legislation applicable in such matters. In the absence of a jurisdiction that must be competent by application of the legislation in force, only the courts within the jurisdiction of the Court of Appeal of PARIS will be competent.