

Terms & Conditions

1. General Provisions

1.1. Purpose of These Terms

These Terms and Conditions (the “Terms”) set out the rules governing the operation of the TAEX platform (the “Platform”) and define the rights and obligations of users purchasing non-fungible tokens (NFTs) available on the Platform.

1.2. Parties to the Agreement

These Terms constitute a legally binding agreement between:

- **SASU TAEX**, a company incorporated under the French laws, having its registered office at 41 Boulevard Dubouchage, 06000 Nice, France (“TAEX”); and
- **the User**, being any individual accessing the Platform, whether or not such individual is registered or purchases NFTs, including those merely browsing the website.

A **Collector** is a User who has completed the registration process and purchased one or more NFTs via the Platform.

By using the Platform, the User confirms their acceptance of and agreement to be bound by these Terms. If the User does not agree to any part of the Terms, they must immediately cease all use of the Platform.

1.3. Acceptance of the Terms

By registering on the Platform or clicking the ‘Accept Terms’ button, the User acknowledges and agrees to be fully and unconditionally bound by these Terms. If the User disagrees with any part of these Terms, they are not permitted to use the Platform.

1.4. Amendments to the Terms

TAEX reserves the right to amend these Terms at its sole discretion. The most current version of the Terms will be made available at www.taex.com/terms. Where material amendments are made that may affect Users’ rights or obligations, TAEX will provide notice via the Platform or by email not less than 14 calendar days prior to the effective date of such changes. Continued use of the Platform following the effective date shall

constitute the User's acceptance of the revised Terms. Minor amendments, such as typographical corrections or clarifications, may be made without prior notice.

1.5. Supplementary Documents

These Terms are supplemented by the following documents, each of which forms an integral part hereof and shall be made available on the Platform:

- **Privacy Policy**, which governs the processing of personal data;
- **Risk Disclosure**, which sets out information regarding the risks associated with purchasing and holding NFTs;
- **AML & KYC Policy**, which outlines the user identification procedures;
- **Refund Policy**, which sets out the circumstances under which refunds may be granted;
- **Supplementary Terms**, which may be displayed on the page of a specific lot or collection and shall apply solely to that lot or collection;
- **Prohibited Jurisdictions Policy**, which identifies jurisdictions where access to or use of the Platform is restricted or prohibited;
- **Cookies Policy**, which explains the use of cookies and similar technologies on the Platform;
- **Dispute Resolution Policy**, which sets out the procedures for resolving any disputes arising in connection with the use of the Platform.

In the event of any inconsistency between these Terms and any of the documents listed above (other than the Supplementary Terms), these Terms shall prevail. In the event of any inconsistency between these Terms and the Supplementary Terms, the Supplementary Terms shall prevail.

2. Definitions

For the purposes of these Terms, the following capitalised terms shall have the meanings set out below:

2.1. Artist

An individual who has created an Artwork and has granted TAEX the right to offer it for issuance as an NFT.

2.2. Artwork

An original digital creation produced by an Artist to which an NFT is linked. The Artwork may consist of images, animations, videos, audio files or other forms of digital media.

2.3. Collector

A registered User of the Platform who purchases an NFT and is granted limited rights to use the associated Artwork in accordance with these Terms.

2.4. Crypto Payment

A payment made in cryptocurrency supported by TAEX, effected through blockchain transactions.

2.5. Fiat Payment

A payment made in traditional (fiat) currency (e.g. EUR, USD), via bank cards, payment service providers or other methods made available on the Platform.

2.6. NFT (Non-Fungible Token)

A unique collectible digital asset created by means of a Smart Contract, containing an immutable reference to the associated Artwork and existing on a blockchain network. Unless expressly stated otherwise in any Supplementary Terms, all NFTs made available on TAEX are unique, non-fungible crypto-assets offered as collectibles. NFTs shall not be used as financial instruments within the meaning of Articles 10 and 11 of Regulation (EU) 2023/1114 of 31 May 2023 (MiCA). The collectible NFT artworks offered on the TAEX website shall not be classified as digital assets within the meaning of Article L.54-10-1 of the French Monetary and Financial Code. This is supported by the position of the regulatory authority AMF, as set forth in paragraph 1.1 of Position - Recommendation AMF - DOC-2020-07 – “Questions and Answers relating to the regime for digital asset service providers”.

2.7. Platform

The online platform available at www.taex.com, which enables Users to browse, purchase and manage NFTs. The Platform includes the website, Smart Contracts and other technical infrastructure facilitating interaction between Collectors and NFTs.

2.8. Primary Token Sale

The initial minting and sale of an NFT through a Smart Contract, initiated by a Collector under terms established by the Artist.

2.9. Smart Contract

A self-executing piece of software deployed on a blockchain that facilitates the automated execution of the issuance and transfer of NFTs without the need for third-party involvement.

2.10. TAEX

SASU TAEX, the company providing the technical infrastructure for the issuance and sale of NFTs, and acting on behalf of and at the instruction of the Artists.

2.11. Wallet

A blockchain-compatible digital wallet to which the NFT is delivered upon completion of the purchase.

3. Use of the Platform

3.1. User Requirements

- Access to and use of the Platform is permitted only to individuals who are at least 18 years of age.
- Use of the Platform requires that both Users and Collectors have a general understanding of how blockchain technology operates, as well as knowledge of best practices for secure Wallet usage.
- The User represents and warrants that they are not a resident of a Prohibited Jurisdiction, as defined in the Prohibited Jurisdictions Policy.
- In order to purchase NFTs, the Collector must possess a compatible Wallet and, where required, complete the Know Your Customer (KYC) verification process via Ondato.

3.2. Registration and Account

- To access certain features of the Platform, the Collector is required to create an account and provide accurate and truthful personal information.
- For the purposes of compliance with its Anti-Money Laundering (AML) Policy, TAEX reserves the right to request KYC verification at any time.
- The User is responsible for maintaining the confidentiality of their login credentials and shall be liable for all activities conducted through their account.

3.3. Platform Availability

- The Platform is provided on an “as is” basis, and TAEX does not guarantee uninterrupted or error-free access.
- TAEX reserves the right to temporarily suspend access to the Platform for maintenance or technical reasons without prior notice.

3.4. Restrictions on Use

The User shall not:

- Use the Platform for the purposes of money laundering, terrorist financing, or any other unlawful activity;
- Attempt to circumvent KYC/AML procedures or provide false or misleading information;
- Upload or publish content on the Platform that infringes third-party intellectual property rights;
- Attempt to modify, interfere with, or utilise any Smart Contracts other than those deployed and authorised by TAEX.

3.5. Platform Updates and Functional Changes

TAEX reserves the right to modify or update the functionality of the Platform at any time, without prior notice to Users.

4. Terms of Purchase and Ownership of NFTs

4.1. NFT Purchase Process

- A Collector may purchase an NFT by initiating a Smart Contract via the Platform.
- The transaction shall be deemed complete upon successful execution of the Smart Contract and crediting of the NFT to the Collector’s Wallet.
- The Collector is solely responsible for the accuracy of the information provided, including the Wallet address. TAEX cannot retrieve NFTs sent to incorrect addresses.
- Payment for NFTs may be made in cryptocurrency or fiat currency, where such payment options are available.

4.2. Transfer of Rights to the Artwork

- The purchase of an NFT does not confer any copyright or intellectual property rights in the associated Artwork.
- The Collector is granted a limited, non-exclusive licence to use the Artwork linked to the acquired NFT for personal, non-commercial purposes only.

Permitted uses include:

- Viewing and displaying the Artwork via the Platform, in compatible Wallets, and through third-party services that support NFTs;
- Reselling the NFT to third parties without requiring further approval from the Artist or TAEX.

Prohibited uses include:

- Using the Artwork for commercial purposes (e.g., product sales, poster printing, advertising);
- Modifying the Artwork or creating derivative works;
- Reproducing or distributing the Artwork outside the Platform without the Artist's prior consent.

4.3. Risks Associated with NFT Ownership

- The Collector acknowledges that TAEX does not store or retain control over NFTs once transferred. All transactions occur on the blockchain and are irreversible.
- The Collector is solely responsible for safeguarding their private keys and other authentication credentials.
- TAEX shall not be liable for any loss of access to NFTs, including due to hacking, forgotten passwords or user error, except where such loss arises from TAEX's wilful misconduct.

4.4. Limited Role of TAEX

- TAEX acts solely as the operator of the Platform, providing the technical infrastructure necessary for NFT transactions.

- TAEX does not act as the seller of NFTs but merely facilitates interactions between Collectors and Artists.
- TAEX does not guarantee:
- The future value or liquidity of any NFT purchased via the Platform;
- The continued availability of the Artwork beyond its existence on the blockchain.

5. Prohibited Conduct

5.1. Prohibited Activities on the Platform

The Collector undertakes not to use the Platform for any of the following purposes or in any of the following ways:

(a) Breach of Applicable Laws:

- Engaging in money laundering, terrorist financing, or any other unlawful financial activity;
- Accessing or using the Platform from any jurisdiction listed in the Prohibited Jurisdictions Policy.

(b) Infringement of Intellectual Property Rights:

- Copying, distributing, or modifying any Artwork linked to an NFT in breach of Clause 4.2 of these Terms;
- Using third-party materials (including images, videos, or texts) without obtaining the appropriate rights or authorisations.

(c) Interference with Platform Integrity and Security:

- Hacking, modifying, or otherwise interfering with any Smart Contracts deployed by TAEX;
- Attempting to circumvent KYC/AML procedures or providing false or misleading information during registration;
- Using bots, scripts, or any form of automated software to manipulate the NFT purchase process;

- Uploading or disseminating malware, viruses, or any other technology capable of damaging the Platform or its Users.

5.2. Consequences of Breach

In the event of a breach of these Terms, TAEX reserves the right to:

- Restrict or suspend the Collector's access to the Platform;
- Cancel transactions (prior to finalisation on the blockchain) and revoke NFTs obtained through unlawful means;
- Report the violation to the relevant law enforcement authorities where required by law;
- Seek compensation from the Collector for any losses or damages suffered by TAEX or any third party as a result of such breach.

6. Limitation of Liability of TAEX

6.1. Exclusions of Liability

TAEX shall not be liable for any of the following:

(a) Acts of Artists and Third Parties:

- TAEX is not the seller of NFTs and makes no representations or warranties as to the accuracy, quality or authenticity of any Artwork;
- All obligations relating to the creation and authenticity of Artworks rest solely with the relevant Artist;
- TAEX shall not be liable for the conduct of third parties, including other users of the Platform.

(b) Financial and Investment Risks:

- TAEX does not guarantee the value or liquidity of any NFT. The Collector acknowledges that the price of an NFT may fluctuate and that TAEX does not influence the market;
- The Collector assumes full responsibility for all financial risks associated with the acquisition, ownership, or resale of NFTs.

(c) Technical and Blockchain Risks:

- All NFT transactions are executed via Smart Contracts on the blockchain. TAEX has no control over and cannot reverse such transactions once completed;
- The Collector is solely responsible for the security of their Wallet, including the safekeeping of private keys;
- Disruptions in blockchain functionality, transaction delays, or changes in network protocols may occur, for which TAEX shall not be held liable.

(d) Operation of the Platform “As Is”:

- The Platform is provided on an “as is” and “as available” basis, without any warranties as to continuous, uninterrupted or error-free operation;
- In the event of technical issues, TAEX shall use reasonable efforts to remedy the situation, but does not warrant the constant availability or fault-free functionality of the Platform.

6.2. Liability Cap

To the fullest extent permitted by applicable law, the total aggregate liability of TAEX to any Collector shall not exceed the total amount of fees paid by such Collector to TAEX in the three (3) months preceding the event giving rise to the claim.

7. Payments, Fees and Taxation

7.1. Payment for NFTs

- Payment for NFTs may be made in cryptocurrency or fiat currency, where such an option is made available on the Platform.
- The Collector acknowledges and agrees that all transactions executed via Smart Contracts are final and irreversible.

7.2. Fees and Additional Charges

- The purchase of an NFT may be subject to various fees, including but not limited to:
 - **Payment processing fees**, which may vary depending on the selected payment method;
 - **Gas fees**, being blockchain network fees, which the Collector shall bear separately;

- **Other charges**, as may be imposed by TAEX or applicable payment service providers.
- The Collector is solely responsible for reviewing the applicable fees prior to initiating any transaction.

7.3. Currency Risk and Taxation

- The Collector acknowledges that cryptocurrencies are subject to high volatility, and TAEX shall not be liable for any fluctuations in exchange rates.
- The Collector is solely responsible for complying with all tax obligations arising from the purchase, ownership or sale of NFTs under the laws of their jurisdiction.
- TAEX does not provide tax advice and does not withhold or remit any taxes on behalf of Users.

7.4. Refund Policy

- All payments for NFTs are final and non-refundable.
- Exceptions to this rule, if any, are set out in the Refund Policy

8. Dispute Resolution

8.1. Amicable Settlement

- In the event of any disagreement or dispute between the Collector and TAEX, the parties shall use their best efforts to resolve the matter amicably through negotiations.
- The Collector may submit a claim to TAEX customer support via the contact form available on the Platform or by email at legal@taex.com.
- TAEX shall review the claim and provide a response within thirty (14) calendar days of receipt.

8.2. Governing Law

- These Terms shall be governed by and construed in accordance with the French laws.

- Should any provision of these Terms be found to contravene mandatory legal requirements, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

8.3. Jurisdiction and Arbitration

- If the parties are unable to resolve the dispute amicably, the matter shall be submitted to the competent French courts.

Risk Disclosure

1. General Provisions

1.1. This Risk Disclosure (hereinafter referred to as the "Document") is prepared by SASU TAEX (hereinafter referred to as "TAEX") to inform users (hereinafter referred to as "User" or "Collector") about the key risks associated with using the TAEX Platform, purchasing, and owning non-fungible tokens (NFTs).

1.2. This Document is an integral part of the Terms of Use and operates in conjunction with other legal documents published on the Platform.

1.3. By using the Platform, the User confirms that they:

- Have reviewed this Document;
- Understand the outlined risks;
- Accept them fully and use the Platform and related services at their own risk.

1.4. TAEX strongly recommends that the User carefully review this Document before engaging in any NFT transactions and, if necessary, seek professional legal or financial advice.

2. Disclaimer of Investment Guarantees

2.1. The NFTs presented on the Platform are not securities, investment instruments, or financial products under the laws of the French Republic, the European Union, and other jurisdictions.

2.2. TAEX is not a financial advisor, does not provide investment advice, and does not manage the assets of Users.

2.3. The purchase of NFTs does not guarantee profit, an increase in value, or any other economic benefit. The price of NFTs can fluctuate based on market conditions, demand, interest in a particular Artist or Artwork, and other factors beyond TAEX's control.

2.4. The User acknowledges that the NFT market is characterized by a high degree of uncertainty and speculative nature. The decision to purchase NFTs is made by the User independently and at their own risk.

3. Technological Risks

3.1. NFTs are issued, transferred, and stored using blockchain and smart contract technologies. These technologies may contain errors, vulnerabilities, or be subject to failures that could result in loss of access to NFTs or the inability to complete a transaction.

3.2. Smart contracts used on the Platform operate automatically and cannot be reversed once executed. TAEX does not control the operation of the blockchain and has no technical ability to cancel or modify a transaction after it is completed.

3.3. The User is fully responsible for the security and access to their cryptocurrency wallet, including protecting private keys. Loss of access to the Wallet may result in the irreversible loss of the purchased NFT.

3.4. The operation of blockchain networks can be disrupted due to forks, attacks (including 51% attacks), overloads, consensus failures, or changes in protocols, which can also affect the availability or functionality of NFTs.

4. Regulatory and Legal Risks

4.1. Legislation governing digital assets, including NFTs and cryptocurrency transactions, is evolving and subject to change. Such changes may affect the permissibility, legal status, or taxation of NFT transactions.

4.2. The User is responsible for complying with the laws of their jurisdiction, including any restrictions on the purchase, storage, or resale of NFTs.

4.3. TAEX does not provide legal advice and does not guarantee that the use of the Platform or ownership of NFTs will comply with the legal requirements of a specific country.

4.4. In some countries, access to the Platform may be restricted or prohibited. The User must ensure that there are no prohibitions or restrictions before using the Platform.

5. Risks Associated with Artists and Artworks

5.1. TAEX is not the creator of the Artwork and does not control its content, originality, or compliance with legal standards.

5.2. All obligations regarding the quality, authorship, and legality of the Artwork rest with the Artist. TAEX acts solely as the Platform operator and does not verify each Artwork for potential violations.

5.3. There is a risk that the content of the Artwork may infringe upon copyrights, related rights, trademarks, or other rights of third parties. In such cases, TAEX is not liable for the consequences associated with such violations.

5.4. TAEX does not guarantee the continuous availability of Artwork content if it is hosted outside the blockchain, including cases where storage is provided by third-party services (e.g., IPFS).

6. Volatility of Cryptocurrencies

6.1. The purchase of NFTs through the Platform may involve the use of cryptocurrencies, whose exchange rates are highly volatile and can significantly fluctuate over short periods.

6.2. TAEX is not responsible for any losses incurred due to fluctuations in cryptocurrency exchange rates before, during, or after a transaction.

6.3. The User bears all risks associated with the exchange, storage, transfer, and use of cryptocurrencies within and outside the Platform.

6.4. TAEX does not control the operation of cryptocurrency networks, manage blockchain infrastructure, or provide cryptocurrency storage services.

7. Limited Role of TAEX

7.1. TAEX is not an NFT seller and does not act as a party to the transaction between the User and the Artist. TAEX solely provides the technical infrastructure and tools for the issuance and primary sale of NFTs on behalf of and under the instruction of the Artist.

7.2. TAEX does not control and bears no responsibility for the Artist, the content of the Artwork, compliance with copyright laws, or the commercial viability of the transactions.

7.3. TAEX does not provide storage services for NFTs or cryptocurrencies. Upon completion of the transaction, all assets are transferred to the Wallet address specified by the User, and TAEX has no access to them.

7.4. TAEX makes no guarantees regarding the future value, liquidity, or market demand for the acquired NFTs.

8. Final Provisions

8.1. This Risk Disclosure is not exhaustive. The User is solely responsible for assessing all risks associated with the use of the Platform and interaction with NFTs.

8.2. TAEX reserves the right to amend this Document at any time. The current version is always available on the Platform. It is recommended to regularly review the terms for any updates.

8.3. Continued use of the Platform following amendments to this Document shall constitute the User's acceptance of the revised version.

8.4. Should the User have any questions regarding this Document, they may contact TAEX Support at legal@taex.com

Refund Policy

1. General Provisions

1.1. This Refund Policy (hereinafter referred to as the "Policy") governs the conditions under which Users of the TAEX Platform may claim a refund for payments made for the purchase of non-fungible tokens (NFTs).

1.2. The TAEX Platform (<https://www.taex.com>) is operated by SASU TAEX, a legal entity registered at: 41 Boulevard Dubouchage, 06000 Nice, France (hereinafter referred to as "TAEX").

1.3. This Policy is an integral part of the Terms & Conditions. Use of the Platform signifies the User's agreement with this Policy.

1.4. All transactions conducted through the Platform are subject to the jurisdiction and French laws.

2. Irrevocable nature of transactions

2.1. All transactions for the purchase of NFTs through the Platform, pursuant to point (m) of Article 16 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, are final, irrevocable, and non-reversible. Refunds for such transactions are not provided. The consumer has no right of withdrawal.

2.2. The process of issuing (minting) NFTs is initiated by the User (Collector) through the activation of a smart contract, resulting in the digital asset being permanently recorded on the blockchain. TAEX does not have the technical capability to cancel or modify such a transaction.

2.3. The User acknowledges that after confirming the transaction, it is impossible to recall the payment, cancel the issuance of the NFT, or request a refund. The consumer agrees that by initiating the transaction, they waive their right of withdrawal.

2.4. Given the digital nature of the Artwork and the technical operation of NFTs, the withdrawal period stipulated in Article L.221-18 of the French Consumer Code shall not apply to the purchase of Artwork from TAEX, pursuant to the provisions L.221-28 of the French Consumer Code.

BY PURCHASING AN ARTWORK ON THE WEBSITE,
THE USER EXPRESSLY WAIVES THEIR RIGHT OF WITHDRAWAL.

2.5. TAEX is not a party to the transaction between the Collector and the Artist and acts solely as a technical operator. All rights and obligations regarding the transfer of NFTs arise between the Collector and the Artist.

3. Policy updates

3.1. TAEX reserves the right to modify this Policy at any time at its sole discretion, including to comply with regulatory requirements or changes in the Platform's technical architecture.

3.2. The updated version of the Policy takes effect upon publication on the Platform and replaces all previous versions.

3.3. Users are responsible for monitoring the current version of the Policy. Continued use of the Platform signifies agreement with the updated terms.

AML & KYC Policy

1. General Provisions

1.1. This Anti-Money Laundering and Counter-Terrorism Financing Policy (hereinafter referred to as the "Policy") has been developed in accordance with international standards and the legislation of the European Union to ensure the transparency, reliability, and security of transactions conducted through the TAEX Platform.

1.2. This Policy is an integral part of the Terms and Conditions and applies to all Users interacting with the Platform, including but not limited to Collectors and Artists.

1.3. The operator of the Platform is SASU TAEX, a legal entity registered at: 41 Boulevard Dubouchage, 06000 Nice, France (hereinafter referred to as "TAEX").

1.4. TAEX implements internal measures to combat money laundering and terrorist financing in accordance with:

- The French Law on Prevention of Money Laundering and Terrorist Financing;
- 4AMLD: Directive (EU) 2015/849;
- 5AMLD: Directive (EU) 2018/843;
- 6AMLD: Directive (EU) 2018/1673;
- Other relevant legal acts and international standards.

2. Zero Tolerance Policy

2.1. TAEX adheres to a zero-tolerance policy with respect to:

- Money laundering;
- Terrorist financing;
- Circumvention of international sanctions;
- Any other unlawful financial activity.

2.2. TAEX commits not to engage in business relationships with individuals convicted of the aforementioned activities, as well as with residents of prohibited jurisdictions (see Prohibited Jurisdictions Policy).

2.3. All Users wishing to use the Platform's functionality must confirm that:

- They are acting on their own behalf;
- They are not using TAEX in the interests of third parties without explicit permission;
- They are not listed in the sanctions lists of the EU, USA, UN, or other jurisdictions.

3. Know Your Customer (KYC) Procedures

3.1. TAEX implements Know Your Customer (KYC) procedures to identify and verify Users before allowing them to conduct operations with NFTs.

3.2. TAEX uses the external specialized service Ondato for identification purposes, ensuring compliance with AML/KYC requirements and processing personal data in accordance with GDPR.

3.3. As part of the KYC process, the following data may be requested:

- Full name, date of birth, country, and address of residence;
- Identity document (passport, ID card, or driver's license);
- Proof of address (utility bill, bank statement, etc.);
- Selfie or video verification of identity;
- Additional information upon request (depending on the risk level).

3.4. All verifications are conducted through the secure interface of Ondato. TAEX does not access the uploaded documents but can view the verification status and certain metadata.

3.5. In the event of refusal to undergo KYC or provision of inaccurate information, TAEX reserves the right to deny service and restrict access to the Platform.

4. User Categories and Verification Scope

4.1. TAEX applies a differentiated approach to verifying Users based on their role on the Platform:

a) Website visitors do not undergo identification unless they perform transactions or create an account.

b) Collectors must undergo mandatory KYC verification before their first NFT purchase. TAEX reserves the right to request data again in case of suspicions or when certain transaction limits are reached.

c) Artists undergo identification before signing a contract with TAEX and before the initial placement of Artworks. They may also be subject to additional verification as part of the assessment of reputational risks.

4.2. TAEX reserves the right to expand the scope of verifications in the event of detecting signs of suspicious activity, doubts about the authenticity of documents, or requests from competent authorities.

5. Sanctions List and Jurisdiction Screening

5.1. As part of the AML procedures, TAEX and Ondato conduct automated checks of Users against the following sources:

- Sanctions lists of the EU, OFAC (USA), UN, HM Treasury (UK), and other international bodies;
- Lists of politically exposed persons (PEPs);
- Databases of negative media and criminal lists;
- Registers of prohibited countries and high-risk jurisdictions (in accordance with the Prohibited Jurisdictions Policy).

5.2. If matches are found or there are doubts about the accuracy of the data, TAEX reserves the right to suspend service, request additional information, or deny access to the Platform.

5.3. TAEX reserves the right not to engage in business relationships with individuals located in jurisdictions that:

- Are under international sanctions;
- Have limited or no control over AML/KYC practices;
- Are recognized as high-risk by the FATEF.

6. Data Storage and Protection

6.1. All personal data provided by Users as part of the identification procedures is processed in accordance with the Privacy Policy and applicable EU legislation (GDPR).

6.2. TAEX does not store the originals of documents provided by Users. The processing, storage, and protection of all information are handled by the third-party service Ondato, acting as the data processor.

6.3. TAEX only has access to the identification results (verified/not verified), the date of verification, the type of document, and risk countries, if applicable.

6.4. The data retention period is determined by Ondato's policy and the applicable legal requirements governing AML/KYC issues.

7. Refusal of Service and Policy Updates

7.1. TAEX reserves the right to:

- Refuse service to any User if there are grounds to believe they are engaged in suspicious or illegal activity;

- Suspend or terminate access to the Platform without explanation in case of violations of this Policy or related documents.

7.2. TAEX may update this Policy at any time to comply with legislative requirements or international standards. All changes take effect upon publication of the updated version on the Platform.

7.3. Users are responsible for monitoring the current provisions of this Policy and must discontinue use of the Platform if they disagree with the updated terms.

Prohibited Jurisdictions Policy

1. General Provisions

1.1. This Prohibited Jurisdictions Policy (hereinafter referred to as the "Policy") defines the list of countries and territories whose residents are not permitted to use the TAEX Platform, as well as the legal and technical measures implemented to ensure compliance with international regulatory requirements.

1.2. This Policy forms an integral part of the Platform's Terms & Conditions. Use of the Platform by a resident of, or a person located within, a jurisdiction listed as prohibited constitutes a breach of the Terms & Conditions and may result in the suspension of access to TAEX services.

1.3. SASU TAEX (hereinafter referred to as "TAEX") reserves the right to update this document, including the list of prohibited jurisdictions, at any time in line with changes in international sanctions regimes and regulatory requirements.

1.4. The User bears personal responsibility for complying with this Policy, including the obligation to provide truthful information regarding their citizenship, location, and tax residency.

2. List of Prohibited Jurisdictions

2.1. TAEX restricts access to the Platform for persons located in, or registered in, the following jurisdictions:

Democratic People's Republic of Korea

Iran

Myanmar

Algeria

Democratic Republic of Congo

Nepal

Syria

Venezuela

Yemen

China
Bangladesh
Morocco
Egypt
Afghanistan
Bolivia
North Macedonia
Russia
Belarus
Sudan
South Sudan
Libya
Nicaragua
Somalia
Zimbabwe
Cuba
Central African Republic
Ukraine

2.2. TAEX may also restrict access to the Platform for persons located in jurisdictions that:

- Are included in the sanctions lists of the EU, the United States (OFAC), the UN, or other international bodies;
- Are recognised by the FATF as jurisdictions with a high risk of money laundering and terrorist financing;
- Are listed as countries with insufficient AML/KYC regulations.

2.3. TAEX applies technical and legal measures (including geolocation, IP filtering, and KYC verification) to prevent access to the Platform by persons from prohibited jurisdictions.

3. **Grounds for Inclusion in the List**

3.1. A jurisdiction may be included in the prohibited list based on one or more of the following criteria:

- The existence of international sanctions imposed by the European Union, OFAC (USA), the UN, or other authorised bodies;
- FATF recognition of the jurisdiction as high-risk or non-cooperative regarding international financial transparency;
- The presence of restrictions on export/import, financial transactions, cross-border transfer of technology, or digital assets in relation to the jurisdiction;
- The absence of effective KYC/AML procedures, posing a risk of liability for the Platform under EU law;
- Other regulatory, legal, or operational factors which, in TAEX's opinion, create a high level of risk when interacting with residents of the relevant jurisdiction.

3.2. The decision to include a jurisdiction in the list is made by TAEX based on a comprehensive risk assessment and may be reviewed without prior notice.

4. **Consequences of Violation**

4.1. If TAEX establishes that a User:

- Is located in a prohibited jurisdiction;
- Is a resident of such jurisdiction;
- Or has deliberately concealed their location using VPNs, false addresses, forged documents, or other means to circumvent restrictions — TAEX reserves the right to immediately restrict or block the User's access to the Platform.

4.2. TAEX reserves the right to annul transactions and suspend the provision of services to such Users without prior notice.

4.3. If a violation of this Policy results in legal or financial consequences for TAEX, the company reserves the right to recover incurred losses from the violating User.

4.4. TAEX may report the violation to the competent authorities in accordance with the French laws and international agreements.

5. **User Responsibility**

5.1. The User undertakes to:

- Not use the Platform from a territory listed in the prohibited jurisdictions;
- Not register an account by providing false information regarding their location or residency;
- Not use technical means to conceal the actual jurisdiction of access to the Platform (including, but not limited to, VPNs, proxies, anonymisers);
- Immediately notify TAEX in the event of a change in residency that may affect compliance with this Policy.

5.2. In case of violation of this Policy, the User shall bear full responsibility for all consequences, including account suspension, transaction annulment, and any potential legal implications.

6. **Policy Updates**

6.1. TAEX reserves the right to amend this document at any time, including updating the list of prohibited jurisdictions and clarifying control procedures.

6.2. The current version of this Policy is always available on the Platform. Users are advised to regularly review the content of the Policy for updates.

6.3. Continued use of the Platform following the publication of updates shall constitute the User's automatic acceptance of the revised version of this Policy.

Dispute Resolution Policy

1. General Provisions

1.1. This Dispute Resolution Policy (hereinafter referred to as the "Policy") outlines the procedure for resolving disputes and claims arising between Users and SASU TAEX (hereinafter referred to as "TAEX") in connection with the use of the TAEX Platform (<https://www.taex.com>).

1.2. This Policy supplements the Terms & Conditions and does not replace them. In case of discrepancies, the provisions of the Terms & Conditions take precedence.

2. Complaint Procedure

2.1. Before resorting to court or arbitration, the parties are obligated to make reasonable efforts to resolve the dispute through negotiations.

2.2. A User can submit a complaint:

- Through the feedback form on the Platform;
- By email: legal@taex.com;
- With the subject line: "Complaint / Dispute Notice"

2.3. The complaint should include:

- The User's full name, address, and contact information;
- A description of the nature of the dispute and the basis for the claims;
- Documents or links supporting the User's position (if available).

2.4. TAEX undertakes to review the complaint and provide a substantiated response within 14 calendar days from the date of receipt.

3. Applicable Law and Jurisdiction

3.1. All disputes not resolved through negotiations shall be settled in accordance with the laws of France.

3.2. In case of a disagreement between TAEX and a User, the User agrees to send an email to TAEX at legal@taex.com, detailing the nature of the issue and including all relevant information about the request's subject and scope, with the goal of reaching a mutually agreeable resolution.

3.3 In the event of a dispute arising and/or situated in France, the User may access a neutral ombudsman at no cost to seek an amicable resolution. Should the Consumer choose to engage in mediation, the User must contact TAEX with a mediation request at: legal@taex.com. TAEX commits to supplying all relevant information required to facilitate this mediation process.

The User is advised that prior to escalating any dispute to the independent ombudsman, they must first endeavor to settle the matter directly with TAEX as outlined in article 3.2.

3.4. Generally, disputes are considered in the courts of France at the location of TAEX's registration.

4. Limitation of Liability

4.1. TAEX does not consider claims related to:

- Volatility in the value of NFTs;
- Technical limitations of the blockchain;
- Actions of third parties, including Artists or other Collectors;
- User errors (such as entering an incorrect Wallet address, losing access, etc.).