

General Terms and Conditions of Sale

PREAMBLE

This website www.pixchain.app (hereinafter referred to as the "Website") is published by PixChain, a simplified joint-stock company with a capital of €900, registered with the Nanterre Trade and Companies Register under number 924 990 484, whose registered office is located at 8 rue Paul Vaillant Couturier - 92300 Levallois Perret, (hereinafter referred to as « PixChain").

These general terms and conditions of use and sale (the "General Terms and Conditions") are concluded between PixChain, on the one hand, and any natural or legal person wishing to make a purchase remotely through the Website (hereinafter referred to as the "Customer"). PixChain and the Customer shall be hereinafter individually or collectively referred to as the "Party" or « Parties".

The Parties agree that these General Terms and Conditions shall govern their relations exclusively. By accessing the Website and using the services offered by PixChain, the user unreservedly accepts the General Terms and Conditions and undertakes to comply with all their provisions. PixChain reserves the right to modify the General Terms and Conditions at any time. In this case, the applicable conditions will be those in force on the date of the order by the Customer. For contracts in progress, substantial changes to the General Terms and Conditions will be notified to the Customer concerned with one month's notice before their application to such contracts. In the absence of termination within this period, the Customer shall be deemed to accept the new applicable contractual conditions.

In accordance with Article 1369-1 of the Civil Code, it is specified that these General Terms and Conditions are drafted in French, which is the only applicable language.

ARTICLE 1 – PURPOSE - SCOPE

These General Terms and Conditions constitute, in accordance with Article L. 441-1 of the French Commercial Code, the sole basis for the relationship between the Parties. They are intended to govern the relations between PixChain and the Customer in the context of the use of the Website and, where applicable, an order placed on said Website.

In order to access the Site and benefit from the Services, the user must have an internet connection (the corresponding costs remaining solely at his or her expense) and the necessary equipment (including computer, modem or any other connection tool) allowing him or her to download data, files and digital photographs.

ARTICLE 2 - SERVICES

PixChain has created a plugin (hereinafter referred to as the "Plugin"), compatible with the Photoshop software (published by ADOBE), allowing any person who has created a work of the mind (hereinafter referred to as the "Work") and then downloaded the Plugin to save the Work directly via Photoshop to the Blockchain in order to guarantee its prior existence and subsequently to defend its rights against any piracy.

The Plugin also allows the creation of a collection of Creations that will be stored on the blockchain on which it is possible to add images.

The Website offers anyone (natural or legal person) to download the Plugin created by PixChain.

The service of registering Works on the Blockchain, via the Plugin, is offered by PixChain in the form of an annual or monthly subscription (hereinafter referred to as the "Subscription"), the price of which varies depending on the number of Works that can be registered.

The nature and extent of the services provided depend on the type of Subscription subscribed to.

Monthly Subscriptions are tacitly renewed.

Subscriptions are due for the entire duration of the chosen commitment. No early termination may occur for the Customer.

The Customer will always have the possibility to contact PixChain if he or she wishes to obtain a subscription that is not offered on the Website (number of Works to be protected higher or any other request more important than the offers proposed). A specific quote may then be sent to him or her according to his or her needs.

PixChain reserves the right, at any time, in compliance with the legal and regulatory provisions in force, to modify, evolve, subject to condition, suspend, withdraw or remove all or part of a service.

ARTICLE 3 – ORDER - VALIDATION

The Customer who wishes to download the Plugin on the Website in order to use Pixchain for the protection of his or her Creations will proceed as follows:

3-1 DOWNLOADING THE PLUGIN

In order to be able to benefit from PixChain's services and to be able to subscribe to a Subscription to protect his or her Creations, the Customer must download the PixChain Plugin which will be implemented on the Photoshop software.

When downloading the Plugin, a test version may be used by the Customer. This test version will allow the Plugin to be tested on 5 Creations which can thus be memorized on the Blockchain without the Customer having to subscribe to a Subscription.

Once the 5 credits have been used, a pop-up window will redirect the Customer from his or her Photoshop software to the PixChain website. The Customer will then be able to create a Customer Account and subscribe to a Subscription.

The Subscription associated with the purchase made will be directly unlocked in the Plugin and the number of monthly Creations will be available to the Customer.

It is of course possible to subscribe directly to a Subscription without going through the test step mentioned above.

3-2 CREATION OF A CUSTOMER ACCOUNT

For the first order, the Customer must follow the account creation procedure indicated on the Website.

Once the Plugin has been downloaded, an account must be created by the Customer. The account can be created either by Gmail (in order to benefit from the recovery of the information related to it), or by creating an account from another email address and thus providing his or her surname, first name, email address and password.

The Customer undertakes to provide a valid email address and payment details.

The access codes to the Customer's account are personal and confidential. Any access to the account created by the Customer, purchase of a Subscription or any action, shall be deemed to have been made by him or her. In case of accidental disclosure or theft of the password, the Customer must immediately inform PixChain so that it can take the necessary measures to deactivate the account and create a new one for the continuation of the Subscription.

Please note that the account cannot be accessed from multiple devices simultaneously without a new login on a second device resulting in the disconnection on the first device.

3-3 ORDERING

To place an order, the Customer must follow the following steps:

- Log in with their email address and password.

- Select the type of subscription (individual, business, annual, monthly, number of works to be registered, etc.).

- Validate the order summary or modify it if necessary.
Once the order summary has been approved by the Customer, they will proceed to payment, which will definitively validate their order.
A specific payment link will be generated by the ARTHERA Blockchain.

- Pay for their order using a credit card via the STRIPE provider.
By clicking on the "confirm your order" button, the Customer declares that they fully and unreservedly accept all of these General Terms and Conditions. This last step formalizes the sales contract between the Customer and PixChain and constitutes a firm commitment for the entire duration of the Subscription subscribed to.

- Receive an order confirmation email
PixChain will systematically confirm the order and its full characteristics to each Customer by email.
The data recorded in PixChain's computer system constitute proof of all transactions with the Customer.

Subscriptions will be debited from the Customer's credit card according to the formula chosen by them when subscribing to their Subscription (monthly or annual). With each payment via the Customer's credit card, the Customer will receive a link allowing them to find their invoice on their customer account.

ARTICLE 4 – PRICING

Subscription prices are indicated in euros, all taxes included.

They take into account the VAT in force in France at the time of purchase and any applicable discounts on the day of the order. All orders are payable in euros, regardless of the country from which/to which payment and use of the Plugin will be made.

Subscription prices are understood to be annual or monthly depending on the formula chosen. If one or more taxes or contributions, including environmental taxes, are created or modified, upwards or downwards, this change may be reflected in the selling price of the Subscriptions.

PixChain reserves the right to modify its prices at any time. However, the Services will be billed on the basis of the rates in force at the time of the order validation by the Customer.

Changes in progress during the subscription will be indicated to the Customer as described in the preamble of these Terms and Conditions. In case of price changes, the Customer will receive the new price ranges and will be free to accept the price changes within one month or to terminate his or her subscription without penalty.

ARTICLE 5 – PAYMENT CONDITIONS

5.1. Payment Methods

PixChain uses the Stripe payment solution for credit card payments (Carte Bleue, Visa, Eurocard/Mastercard, American Express, Union Pay, JCB, Discover).

The Client must provide their credit card number, the card's expiration date, and the cryptogram number (the 3-digit number on the back of the credit card) or the 4-digit plastic code for American Express cards.

The card is charged at the time of the Client's final order confirmation and then monthly in the case of tacit renewal.

If a specific subscription has been offered to the Client by quotation, they may make an advance payment by bank transfer.

5.2. Payment Deadlines and Late Penalties

The Subscription is always paid on the first day of the Subscription period (annual or monthly). The Client must always ensure that their payment method is valid and their account is funded to process their Subscription payments.

In case of expiration of their credit card, the Client can update their new details directly in their client area. Otherwise, their Subscription will be suspended and penalties may apply.

In the event of a refusal to debit the Client's credit card for any reason, the subscription may be suspended. If these refusals are repeated, PixChain reserves the right to terminate the Subscription without any refund being claimed by the Client.

In the event of a failed payment for a commenced period, pursuant to Article L441-10 II of the Commercial Code, PixChain has the right to apply late penalties for the commenced period. In the event of a payment delay exceeding 5 working days, from the second payment attempt, a late penalty calculated at an annual rate of 15% of the invoice amount will automatically be due to PixChain without formality or prior notice. A fixed recovery fee will also be applied per invoice.

5.3. Security

Online payment by credit card is made through a secure payment system. All personal information transmitted by the Client is perfectly protected and encrypted using the SSL (Secure Socket Layer) encryption process before being transmitted to the bank's processing center. The provider STRIPE handles all payments for PixChain, and the confidential information (card number, expiration date) is inaccessible to third parties. It is specified that at no time will the Client's banking data transit through PixChain's computer system. Therefore, its responsibility cannot be engaged.

The validated order will be effective after approval from the bank payment center. In case of refusal from the center, the order will be automatically canceled and will result in a cancellation notice (either directly on the Website during online order processing or later by email).

ARTICLE 6 – RIGHT OF WITHDRAWAL

In accordance with current regulations, the right of withdrawal is only offered to consumers who are natural persons not acting within the scope of their commercial, industrial, artisanal, or liberal activity. Professionals and legal entities are excluded from this right.

However, by exception, the professional Client may benefit from the right of withdrawal if they meet the following three cumulative conditions:

- The contract is concluded off-premises.
- The object of the contract does not fall within the main field of activity of the company.
- The company has fewer than or equal to 5 employees.

If these three conditions are duly met, the Client can benefit from a 14 (fourteen) day withdrawal period from the conclusion of the contract to exercise their right of withdrawal with PixChain and cancel their subscription without having to justify any reason and receive a refund.

However, this right cannot be exercised, even in the case mentioned in the previous paragraph, if the execution of the services has begun before the end of the withdrawal period. The use of the service is considered an express waiver of the right of withdrawal.

The right of withdrawal can be exercised at the following email address: contact@pixchain.app, specifying the subscription concerned by this withdrawal.

In case of exercising the right of withdrawal, only the targeted Subscription will be refunded. The refund will take place within 15 (fifteen) days from the notification of acceptance.

ARTICLE 7 – GARANTIE

7-1 The services provided by PixChain are deemed to conform to the description included in its commercial documentation. It is the Client's responsibility to prove any possible non-conformity.

The Client is solely responsible for reviewing and selecting the subscribed services.

7-2 PixChain's liability can only be engaged in the event of proven fault or negligence and is limited to direct damages resulting from a breach of its contractual obligations, excluding any indirect damage of any kind, including but not limited to loss of profits, loss of revenue, loss of agreements or contracts, loss of anticipated savings, loss of data or information, and loss of clientele.

7-3 To assert their rights, the Client must inform PixChain in writing of the existence of the defect within a maximum period of 8 (eight) days from its discovery, under penalty of forfeiture of any related action.

PixChain will rectify or have rectified the services deemed defective at its exclusive expense.

In any case, if PixChain's liability is retained, its warranty will be limited to the amount excluding taxes paid by the Client for the provision of the services, and no other compensation of any kind can be claimed.

7-4 No advice or information, whether oral or written, obtained by the Client is capable of creating warranties not expressly provided for in the General Conditions.

Data Backup: It is the Client's responsibility to back up their data and files before transmitting them to the Website. PixChain cannot be held responsible for any loss or deterioration of said data or files.

ARTICLE 8 – INTELLECTUAL PROPERTY

8-1 All elements of the Website, whether visual or audio, are protected by copyright. Similarly, the trademarks, logos, designs, and models appearing on the Website are the exclusive property of PixChain and are protected by industrial property rights. Therefore, they cannot be reproduced in any way without the express authorization of PixChain.

Any total or partial reproduction or representation of the Website or any elements found on the Website is strictly prohibited.

8-2 The Client remains the owner of any Work transmitted and guarantees PixChain that no intellectual property rights, trademark rights, copyright, or any other rights belonging to third parties are subject to any infringement or violation.

The Client guarantees that the Works, images, or creations do not infringe on the rights of third parties and agrees to indemnify PixChain against any third-party actions alleging a violation of their rights as well as against any claims and demands of any kind, including claims for damages, that a third party might make due to the fraudulent use of any Work, image, or Creation. The Client will thus assume all consequences, especially financial ones, resulting from the fraudulent use of the Works of any kind transferred to the Website and will indemnify PixChain for all potential judgments and defense costs resulting from such legal claims made by third parties.

ARTICLE 9 – PERSONAL DATA

9-1 Personal Data

The information collected about the Client is subject to computer processing carried out by PixChain and is essential for the processing of their order. This personal information and data are also kept for security purposes, to comply with legal and regulatory obligations.

PixChain has a Privacy Policy accessible through the Website at the following address: contact@pixchain.app, outlining and detailing the use and processing of the Client's personal data.

In accordance with Law No. 78-17 of January 6, 1978, relating to data processing, files, and freedoms, as amended by Law No. 2004-801 of August 6, 2004, and by European Regulation

No. 2016/679, the Client has the right to access, rectify, erase, and port their data, as well as the right to object to processing for legitimate reasons, a right they can exercise by contacting the data controller.

In accordance with Article 37 of the aforementioned European Regulation, PixChain has appointed a data protection officer in the person of Alexis Choron.

The Client has defined, in agreement with PixChain, the main purpose of the processing of personal data within the framework of the Services entrusted by the Client to PixChain.

Each party undertakes to retain the personal data subject to processing only for the duration necessary for the purposes of the processing carried out and, in any event, for a maximum period of 1 year.

PixChain acknowledges that it provides sufficient guarantees, particularly in terms of knowledge, reliability, and resources, for the implementation of technical and organizational measures that meet legal and regulatory obligations regarding data protection.

PixChain undertakes to notify the Client of any personal data breach, as defined in Article 4.12 of the Regulation, within a maximum period of 48 hours after becoming aware of it, by the following means: sending a message to the email address provided by the Client.

This notification is accompanied by any documentation in its possession allowing the Client, if necessary, to notify this breach to the competent supervisory authority. It must, as far as possible, specify the nature and consequences of the data breach, the measures already taken or proposed to remedy it, and the persons from whom additional information can be obtained, and where possible, an estimate of the number of people likely to be affected by the breach in question.

The personal data of the Client collected by PixChain is intended for the legal entity of the latter, third-party companies, or subcontractors (who may operate outside the European Union) exclusively for the purposes of managing the contract in accordance with applicable legal and regulatory provisions.

In the event of a complaint, the Client can directly contact the National Commission for Data Protection (CNIL).

9-2 Cookies

The Website uses cookies to distinguish users of the site. This helps us offer you satisfactory navigation of the Website and also helps improve it. By visiting or using this site with your browser configured to allow cookies, you consent to our use of cookies for the purposes described in the box provided for this purpose.

A cookie is a small file of letters and numbers that we store on your browser or on your computer's hard drive. Cookies contain information that is transferred to your computer's hard drive.

To fully use the Website and benefit from certain personalized features, your computer, tablet, or mobile phone must be configured to accept cookies.

You have the right to access, withdraw, and modify the personal data communicated via cookies (more information on the CNIL website).

ARTICLE 10 – FORCE MAJEURE

The parties shall not be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, arises from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

The parties agree that, in accordance with the provisions of the Civil Code and the interpretation thereof by case law, force majeure results from an event beyond the control of the debtor, which could not reasonably have been foreseen at the conclusion of the Contract and whose effects cannot be avoided by appropriate measures, and which prevents the performance of the obligation by the debtor.

The parties specifically agree that an epidemic or pandemic does not constitute a case of force majeure. Each party shall inform the other party, without delay and by registered letter with acknowledgment of receipt, of the occurrence of such a case when it deems it likely to compromise the performance of its contractual obligations.

In the event of such a case of force majeure, the performance of the Contract shall be suspended until the disappearance, extinction, or cessation of the force majeure event.

The suspension of obligations shall not in any case be a cause of liability for non-performance of the obligation in question, nor shall it entail the payment of damages or late penalties.

The performance of the obligation is suspended for the entire duration of the force majeure if it is temporary. Therefore, upon the disappearance of the cause of the suspension of their mutual obligations, the parties shall make every effort to resume the normal performance of their contractual obligations as quickly as possible. To this end, the prevented party shall notify the other party of the resumption of its obligation by registered letter with acknowledgment of receipt or any extrajudicial act.

During this suspension, the parties agree that the costs incurred by the situation shall be borne by the prevented party.

However, if the force majeure event persists beyond a period of 30 days, the parties must come together to discuss a possible modification of the contract.

The deadlines provided for in the Contract shall be automatically extended depending on the duration of the force majeure event.

In the absence of an agreement between the parties within a period of 30 days and if the force majeure event persists, each party shall have the right to terminate the Contract automatically, without any compensation being due by either party, in accordance with the article "Termination for Force Majeure ».

However, if it becomes apparent upon the occurrence of the force majeure event that the delay justifies the termination of this Contract, it shall be terminated automatically, and the parties shall be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the Civil Code.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11 – 1 Access to the Website

The Website is normally accessible 24 hours a day, 7 days a week for all users. However, PixChain cannot be held responsible for any discontinuities in the site and its services, whether voluntary or not. PixChain reserves the right, without notice or compensation, to temporarily or permanently close the site or access to one or more services to carry out an update, modifications, or changes in operational methods, servers, and accessibility hours, without limitation. PixChain also reserves the right to make any modifications and improvements it deems necessary or useful for the proper functioning of its site and associated services.

11 – 2 Use of the Website

All users of the Website undertake not to use the Site or the services offered to download, store, share, exchange any unlawful content, and, more generally, for any use contrary to the legislation applicable to good morals or the rights of third parties.

11 – 3 Advertising – External Links

PixChain reserves the right to broadcast advertising or promotional messages on the Website. The Client is solely responsible for the contractual relationships it establishes with the advertisers of the advertisements broadcasted.

PixChain reserves the right to set up hyperlinks on the Website providing access to external web pages. Users are expressly informed that the sites they may access through hyperlinks do not belong to PixChain, which declines all responsibility for the content of the information provided on these sites as a result of activating the hyperlink.

For the convenience of the Client, PixChain may provide links on the Website to third-party software and/or web services. To use third-party software and/or web services, the Client must accept the terms of use imposed by the provider(s) of said software and/or web services, which shall solely govern their relationships.

11-4 Non-performance Exception

It is recalled that in accordance with Article 1219 of the Civil Code, each party may refuse to perform its obligation, even though it is due, if the other party does not perform its own and if such non-performance is sufficiently serious, i.e., likely to jeopardize the continuation of the contract or fundamentally disrupt its economic balance. The suspension of performance shall take effect immediately upon receipt by the defaulting party of the notification of default addressed to it for this purpose by the aggrieved party indicating the intention to apply the non-performance exception until the defaulting party has remedied the observed default. It shall be notified by registered letter with acknowledgment of receipt or any other durable written medium allowing proof of dispatch. This non-performance exception may also be used preventively, in accordance with the provisions of Article 1220 of the Civil Code, if it is clear that one of the parties will not perform its obligations due at maturity and that the consequences of such non-performance are sufficiently serious for the aggrieved party. This faculty is used at the risk and peril of the party taking the initiative. The suspension of performance shall take effect immediately upon receipt by the presumed defaulting party of the notification of the intention to apply the preventive non-performance exception until the presumed defaulting party performs the obligation for which an impending default is evident.

However, if the impediment were definitive or persisted beyond thirty days from the observation of the impediment by registered letter with acknowledgment of receipt, these shall be purely and simply resolved according to the terms defined in the article "Resolution for Failure of a Party to Fulfill its Obligations".

ARTICLE 12 – CONTRACT TERMINATION

12-1 Termination for Unforeseen Circumstances

Termination due to an unforeseeable change in circumstances at the time of contract conclusion rendering the execution of the Contract excessively burdensome may only occur 15 days after receipt of a registered letter with acknowledgment of receipt or any extrajudicial act declaring the intention to apply this clause, notwithstanding the Termination for Breach of a Party's Obligations clause below.

12-2 Termination for Serious Non-performance of Obligation

The aggrieved party may, notwithstanding the Termination for Breach of a Party's Obligations clause below, in the event of sufficiently serious non-performance of any obligations incumbent upon the other party, notify by registered letter with acknowledgment of receipt to the defaulting party the fault-based termination of these terms, 15 days after receipt of a futile formal notice to perform, pursuant to the provisions of Article 1224 of the Civil Code.

12-3 Termination for Force Majeure

Automatic termination for force majeure may only occur 15 days after receipt of a registered letter with acknowledgment of receipt or any extrajudicial act. This formal notice must mention the intention to apply this clause, notwithstanding the Termination for Breach of a Party's Obligations clause below.

12-4 Termination for Breach of a Party's Obligations

In the event of non-compliance by either party with the following obligations:

Payment by the Client of invoices by the due date and/or in case of default in payment during a direct debit payment;

Provision by PixChain of the Services ordered under the Subscription.

It is expressly understood that this termination for breach of a party's obligations will occur automatically 15 days after the sending of a formal notice to perform, wholly or partially, without effect. The formal notice may be notified by registered letter with acknowledgment of receipt or any extrajudicial act. This formal notice must mention the intention to apply this clause.

12-5 Common Provisions to Termination Cases

The services exchanged between the parties from the conclusion of the Contract until its termination having found their usefulness as the reciprocal execution of it progressed, they shall not be subject to restitution for the period prior to the last service not receiving its counterpart. In any case, the aggrieved party may request damages in court.

ARTICLE 13 – PARTIAL INVALIDITY

The nullity or inapplicability of any provision of the General Conditions shall not affect the validity of the other provisions, which shall remain in full force and effect.

ARTICLE 14 – APPLICABLE LAW

The General Conditions shall be interpreted and executed in accordance with French law.

In the event of a dispute, the Parties shall first seek an amicable solution.

Any dispute arising from the interpretation and/or execution of the General Conditions, which cannot be settled amicably, shall be under the exclusive jurisdiction of the courts within the jurisdiction of the Nanterre Court of Appeal.